

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF PENNSYLVANIA
US COURTHOUSE
601 MARKET STREET
PHILADELPHIA, PA 19106-1797

George Wylesol
CLERK OF COURT
ROOM 2609

CLERK'S OFFICE

RFQ Number: USDC-EDPA-24-10

Request Date: 7/10/2024

Request for Quotation

To: Bidders List

Special Notes:

This is a request for Open Market Pricing.

All items should be quoted F.O.B. Destination.

Submit a quotation by using the attached quote sheets. All quotes are due by August , 7th 2024 @ 3:00pm est.

A fixed price award from this RFQ will be made based on the lowest priced, technically Acceptable offer. This contract is for fiscal year 25 (Base Year: October 1, 2024-September 30, 2025) and 4 option years.

Quotes and questions concerning this RFQ should be addressed to Jordan Todd at

*United States District Court, EDPA
Clerk's Office
601 Market Street
Suite 2609
Philadelphia, PA 19106-1797
215-300-8447 voice
Jordan_Todd@paed.uscourts.gov*

Sincerely,

JORDAN TODD

Jordan Todd
Procurement Specialist

SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB) INVITATION FOR BID☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL

5. DATE ISSUED

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY

CODE

US DISTRICT COURT, EDPA 2609 US COURTHOUSE 601
MARKET STREET, PHILADELPHIA, PA 19106

8. ADDRESS OFFER TO (If other than item 7)

US DISTRICT COURT, EDPA 2609 US COURTHOUSE 601
MARKET STREET, PHILADELPHIA, PA 19106**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**SOLICITATION**

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

JORDAN TODD

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE

267

NUMBER

299

EXTENSION

7170

C. EMAIL ADDRESS

jordan_todd@paed.uscourts.gov

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(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	5-11	X	J	LIST OF ATTACHMENTS	19-86
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OFFER (Must be fully completed by offeror)**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different

period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause Number 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE

FACILITY

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

15B. TELEPHONE NUMBER

AREA CODE

NUMBER

EXTENSION

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable**STANDARD FORM 33 (REV. 12/2022)**
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

SECTION B - SCHEDULE AND CERTIFICATIONS

Section B.1 Schedule and Prices

Item	Description	Unit Prices		
		Base Yr	Option Yr 1	Option Yr 2
B.1	Transcription Services – Rate must not exceed maximum rates established by the court per attachment J.3**			
201	30 day - Original	\$____/page	\$____/page	\$____/page
201a	*First transcript Copy	\$____/page	\$____/page	\$____/page
201b	Each additional Copy to the same party	\$____/page	\$____/page	\$____/page
202	14-Day Transcript - Original *	\$____/page	\$____/page	\$____/page
202a	First Copy	\$____/page	\$____/page	\$____/page
202b	Each additional Copy to the same party	\$____/page	\$____/page	\$____/page
203	7 day - Original	\$____/page	\$____/page	\$____/page
203a	* First Copy	\$____/page	\$____/page	\$____/page
203b	Each additional Copy to the same party	\$____/page	\$____/page	\$____/page
204	3-Day Transcript – Original *	\$____/page	\$____/page	\$____/page
204a	First Copy	\$____/page	\$____/page	\$____/page
204b	Each additional Copy to the same party	\$____/page	\$____/page	\$____/page
205	Next Day - Original *	\$____/page	\$____/page	\$____/page
205a	First Copy	\$____/page	\$____/page	\$____/page
205b	Each additional Copy to the same party	\$____/page	\$____/page	\$____/page
206	2 Hour - Original	\$____/page	\$____/page	\$____/page
206a	* First Copy	\$____/page	\$____/page	\$____/page
206b	Each additional Copy to the same party	\$____/page	\$____/page	\$____/page

* Includes copy to be filed with the Clerk of Court at no additional charge to the ordering party or the court.

** Transcript rates proposed greater than Judicial Conference or Court authorized rates will be deemed technically unacceptable.

***Daily- A transcript to be delivered on the calendar day following receipt of the order (regardless of whether that calendar day is a weekend or holiday - prior to 9 am)

****Hourly - A transcript of proceedings to be delivered within two hours from receipt of order.

SECTION B - SCHEDULE AND CERTIFICATIONS

Section B.1 Schedule and Prices

Item	Description	Unit Prices	
		Option Yr 3	Option Yr 4
B.1	Transcription Services – Rate must not exceed maximum rates established by the court per attachment J.3**		
201	30 day - Original	\$____/page	\$____/page
201a	*First transcript Copy	\$____/page	\$____/page
201b	Each additional Copy to the same party	\$____/page	\$____/page
202	14-Day Transcript - Original *	\$____/page	\$____/page
202a	First Copy	\$____/page	\$____/page
202b	Each additional Copy to the same party	\$____/page	\$____/page
203	7 day - Original	\$____/page	\$____/page
203a	* First Copy	\$____/page	\$____/page
203b	Each additional Copy to the same party	\$____/page	\$____/page
204	3-Day Transcript – Original *	\$____/page	\$____/page
204a	First Copy	\$____/page	\$____/page
204b	Each additional Copy to the same party	\$____/page	\$____/page
205	Next Day - Original *	\$____/page	\$____/page
205a	First Copy	\$____/page	\$____/page
205b	Each additional Copy to the same party	\$____/page	\$____/page
206	2 Hour - Original	\$____/page	\$____/page
206a	* First Copy	\$____/page	\$____/page
206b	Each additional Copy to the same party	\$____/page	\$____/page

* Includes copy to be filed with the Clerk of Court at no additional charge to the ordering party or the court.

** Transcript rates proposed greater than Judicial Conference or Court authorized rates will be deemed technically unacceptable.

***Daily- A transcript to be delivered on the calendar day following receipt of the order (regardless of whether that calendar day is a weekend or holiday - prior to 9 am)

****Hourly - A transcript of proceedings to be delivered withing two hours from receipt of order.

SECTION C - STATEMENT OF WORK

C. Work Statement and Specifications

The United States District Court for the Eastern District of Pennsylvania has a requirement for transcription services at the following locations:

United States District Court Eastern District of Pennsylvania

C.1 Introduction

In accordance with the statute, 28 U.S.C § 753(g): Each session of the court and every other proceeding designated by rule or order of the court or by one of the judges shall be recorded verbatim by shorthand, mechanical means, electronic sound recording, or any other method, subject to regulations promulgated by the Judicial Conference and subject to the discretion and approval of the judge.

C.2 Definitions

- a) Contractor - Individual/entity to whom the contract is awarded. May also be the transcriber if the contractor is an individual who also transcribes. The contractor may have other transcribers working for him/her either as employees or subcontractors. The Service Contract Act and attached wage determination only apply if the transcribers are employees of the contractor rather than subcontractors.
- b) Transcribers - Individual who is actually producing the record. May also be the contractor (see "Contractor" above). The contractor is ultimately the responsible entity.

C.3 Scope of Work

C. 3.a Only those transcribers listed in Attachment J.2 (added at award) are authorized to perform transcribing services; any substitutions or additions shall be in accordance with Special Contract Clause H.3. The Contractor shall provide transcribers who perform transcription services in accordance with 28 U.S.C. § 753 (Attachment J.1), with the policies of the Judicial Conference of the United States as described herein, and with the terms of this Contract. **The Court estimates that a minimum of (2) two contract transcriber will be required to be available at any given time to fulfill these requirements.** (Note: The Government does not guarantee any particular level of effort under this contract, nor does it guarantee that the minimum estimated number of transcribers will actually be needed.) The Contractor and all transcribers working under the Contract shall observe, comply with, and be bound by all of the Contracting Officer's instructions in matters affecting the composition of the record, the public or private nature of the proceedings, the adjournment of the proceedings to other times or places, the appropriate demeanor of the transcribers, and other matters of like character. The parties agree that no provision of this contract shall be construed to create an employer-employee relationship between the Court and the Contractor and/or the transcribers.

C. 3.b In the event that the court's total requirement at any given time for contract transcribers exceeds the minimum number estimated under paragraph C.3.a above, the Contracting Officer will make such requirement known to the contractor. The contractor shall be under no obligation to accept such an order; if the contractor does agree to satisfy the requirement, all terms and conditions of this contract shall apply.

C.4 Equipment

The Contractor shall provide all supplies and equipment necessary to carry out the transcription services described herein.

C.5 Statement of Work

C. 5.a Duties of Transcriber Working Under the Contract

The Transcriber shall, when requested by a party or a judge, produce transcripts of court proceedings following the fee, format, and delivery requirements as stated in this contract. The Transcriber shall also deliver a certified copy of the transcript to the Clerk of Court for the records of the court; and when requested by a party to the case, the Transcriber shall redact the transcript of personal identifiers as directed by the contract under C.6.i and deliver a certified redacted transcript to the Clerk of Court.

C.6 Transcripts

C. 6.a In accordance with the statute at 28 U.S.C. § 753(b): A Transcriber designated to produce the record must transcribe and certify such parts of the record of proceedings as may be required by any rule or order of the court, (including all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases that have been recorded by electronic sound recording and filed with the clerk). A transcriber must also transcribe any proceeding which is ordered by a party or the public who has agreed to pay the appropriate fee, or by a judge of the Court. The Transcriber or other individual designated to produce the record shall promptly review all materials provided by the courts for technical errors, transcribe the original records of the requested parts of the proceedings, attach to the transcript his/her official certification, and deliver the transcript to the party or judge making the request.

The transcriber or other designated individual must also promptly deliver to the clerk for the records of the court a certified copy of any transcript provided to parties or to a judge in a medium (paper or electronic) prescribed by the clerk. If a HARD COPY of the transcript is required, it will be outlined on the TPO form and corresponding email at time of order. Following the redaction requirements under C.6.i, the transcriber is required to provide a redacted transcript to the clerk of court for the records of the court. The contractor shall send two copies of all transcripts to the courts. One copy is for the ordering party and the second copy is for the courts. The contractor shall attach **PAED_Transcribers@paed.uscourts.gov** when sending out completed orders to any parties. This includes both original and copies of transcripts so that we may verify that work was completed within the time requested.

A transcript in any case certified by the transcriber or other individual designated to produce the record is deemed prima facie a correct statement of the testimony taken and of the proceedings. Only transcripts of the proceedings of the court made from the records certified by the transcriber or other individual designated to produce the record are considered as official.

The original notes or other original records and the copy of the original or redacted transcript in the office of the clerk are available during clerk's office hours to inspection by any person without charge.

All Transcripts should be put in covers that have a clear plastic cover in the front. If a contractor is assigned a Jury Trial, the Voir Dire/jury selection portion, if ordered should be under a separate cover page. Voir Dire do require a PDF file. The Contractor shall notify the courts if they transcribe a hearing and come across **sealed** portion that is not noted on the TPO (transcriber purchase order). All sealed portion transcribed under a separate cover. PDF files are needed for under seal cases. The cover sheet should have the name, address and phone number of the transcription service. The contractor shall not label the multi-day trial as volume, the contractor shall just date it.

C. 6.b Copyright - Transcripts produced from records of proceedings in United States courts are in the public domain and are not protected by copyright. The Contractor shall not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright. Because transcripts are in the public domain, they may be used, reproduced, and distributed by attorneys, parties, and the general public without limitation and without additional compensation to the Contractor.

C. 6.c Copy to the Court - The Contractor shall deliver one (1) certified copy in a medium prescribed by the clerk (paper or electronic) of each transcript prepared under each transcript order to the clerk for the public records of the Court, without charge, at the time of delivery to the ordering party (but not later than three (3) working days after delivery to the requesting party). Delivery shall take place upon physical receipt of the transcript by the clerk or his/her designee. The contractor shall bear sole responsibility for ensuring delivery to the Court. The contractor shall not charge for certification page without transcript text. All original transcripts are to be emailed to PAED Transcribers web page at **PAED_Transcribers@paed.uscourts.gov**

A transcript will be made electronically available to the public 90 days after delivery of the transcript to the clerk of court. During the 90 day period, any attorney to the case who has paid for a transcript must also be given access to the electronic record in the court's Case Management/Electronic Case Filing system, and the contractor will have to advise the clerk of court of any party who has purchased the transcript.

Redacted transcripts, as delineated in section C.6.i below, must be delivered to the clerk of court within 31 calendar days from receipt of a Redaction Request from the attorneys to a case and must be delivered in a medium prescribed by the clerk.

C. 6.d Delivery classifications - 30 Day transcript must be delivered to the ordering party within thirty (30) calendar days after an order has been received and satisfactory financial arrangements have been made. The relevant rates specified under Section B.1. shall apply. Transcribers may provide 14-day, 7 Day, 3 day, Next day or 2 Hour, at the request of the parties whenever possible, but are not required to do so. The time period for delivery of transcripts begins once an order has been received and satisfactory financial arrangements have been made. The delivery schedule for each of these categories is as follows:

- i) 14-Day - Within fourteen (14) calendar days.
- ii) 7-Day - Within seven (7) calendar days.
- iii) Next Day - Following adjournment and prior to the normal opening hour of the Court on the following morning, whether or not it actually is a Court day.
- iv) 3-Day - Within Three (3) calendar days.
- v) 2 Hour - Ordered under unusual circumstances, delivered within two (2) hours.

C. 6.e

In accordance with Rule 10(b)(1), Federal Rules of Appellate Procedure:

Within 10 days after filing the notice of appeal or entry of an order disposing of the last timely remaining motion of a type specified in Rule 4(a)(4)(A), whichever is later, the appellant must either order from the transcriber a transcript of such parts of the proceedings not already on file as the appellant considers necessary or file a certificate stating that no transcript will be ordered. The transcript order or certificate must be in writing and a copy must be filed with the clerk of the district court or the bankruptcy appellate panel within the same time period.

In accordance with Rule 10(b)(4), Federal Rules of Appellate Procedure:

At the time of ordering, a party must make satisfactory arrangements with the transcriber for payment of the cost of the transcript.

In accordance with Rule 11(b), Federal Rules of Appellate Procedure:

Upon receipt of a transcript order, the transcriber shall acknowledge in the appropriate space on the face of the order, receipt of the order and the date the transcript will be completed and shall transmit the order to the clerk of the court of appeals. If the transcript cannot be completed within 30 days of receipt of the order, the transcriber shall request an extension of time from the clerk of the court of appeals and the clerk's decision shall be entered on the docket and the parties notified. If the transcriber fails to file the transcript within the time allowed, the provisions of Clause G.4. "Delinquent Transcripts," shall apply. Upon completion of the transcript, the transcriber shall file it (within 3 working days after delivery to the requesting party) with the clerk of the district court, and shall notify the clerk of the court of appeals that the transcript has been completed and filed with the District Court.

C. 6.f

Fees - transcribers may charge and collect fees for transcripts requested by the parties, including the United States, at the rates which are set forth in the Schedule. The contractor agrees not to add any transcript surcharges or service fees to the schedule rates. The transcriber may not charge a fee for any copy of a transcript delivered to the clerk for the record of the Court or for a redacted transcript delivered to the Clerk of Court. The transcriber may require any party requesting a transcript to prepay the estimated fee in advance except transcripts that are to be paid for by the United States. The maximum rates and delivery times for original transcripts and copies approved in the District Court for the Eastern District of Pennsylvania are at Attachment J.3. The Court shall have no liability to the Contractor for payment of transcript fees for transcript ordered by private parties.

Postage costs are considered an ordinary business expense; therefore, the contractor may not charge for ordinary postage. However, when the party requests accelerated delivery, the contractor may bill the party for the difference between ordinary

postage costs and the cost for expedited delivery. The contractor is not to charge for postage and handling.

In multi-defendant cases involving Criminal Justice Act (CJA) defendants, the contractor shall produce no more than one transcript on behalf of CJA defendants. The appointed counsel or the clerk of Court will ordinarily arrange for the duplication, at commercially competitive rates, of enough copies of the transcript for each of the CJA defendants for whom a transcript has been approved; this policy does not preclude the furnishing of duplication services by the Contractor at the commercially competitive rate. In individual cases involving requests for accelerated (14-day, expedited, daily, 3 day or hourly) transcript services, the Court may grant an exception to this policy based upon a finding that application of the policy will unreasonably impede the delivery of accelerated transcripts to persons proceeding under the CJA. Such finding shall be reflected on the transcript voucher.

Apportioning the total cost of accelerated transcript services equally among parties is prohibited unless approved in advance by the Court. In those cases where accelerated transcript services are provided, the party from whom the request originated shall pay for the original, and if the requesting or ordering party is other than defense counsel appointed under the CJA, the CJA counsel shall be entitled to a copy at the regular copy rate (see Attachment J.3). No other fees may be charged, except those allowed under this contract.

The transcriber (or firm) is required to certify on each invoice that the fee charged, and the page format used, conform to the requirements of this contract and to the regulations of the Judicial Conference. The certification should include the following: "I certify that the transcript fees charged, and page format used comply with the requirements of this court and the Judicial Conference of the United States."

There are sanctions for overcharging parties or the court for transcripts. Those sanctions may include offsets against future government payments, termination of the contract, and/or other available legal remedies.

C. 6.g

Format - The Judicial Conference prescribes transcript format standards in order to assure that each party is treated equally throughout the country. It is mandatory that these format requirements are followed. The maximum per-page transcript rates are based on a strict adherence to the prescribed format. A copy of Volume 6, Chapter 5, § 520, *Guide to Judiciary Policy*, is at Attachment J.6. The contractor shall provide the cover sheet with full caption of the case.

- (1) Criminal Case: United States of America v. John Doe
CR (year) - (case number) - (defendants)
- (2) Civil case: John Doe v. Jane Doe
CV (year) - (case number)

The Contractor indicate the type of proceeding on the cover. (Ex: Change of Plea, Sentencing, Preliminary Injunction, etc.) If submitting a partial transcript, the contractor shall indicate on the cover what portion of the proceeding is included within. (Ex: A.M. Session; P.M. Session, Deft testimony, etc.)

C. 6.h

Report of Orders Received - The Contractor will be required to provide to the Contracting Officer monthly records and reports relating to the type and amount of

transcripts ordered and produced and fees charged.

C. 6.i

Redaction of Transcripts- In order for the Clerk of Court to post the transcript on the court's electronic public access system, the parties to the proceeding will have to consider whether it is necessary to request a redaction of any personal identifiers. If redaction is necessary, an attorney must file a Notice of Intent to Redact with the clerk within seven calendar days of the certified transcript being delivered to the clerk of court; the attorney then has 21 calendar days, from the delivery of the certified transcript to the clerk of court, to specifically submit a Redaction Request noting the page numbers and the line numbers where redaction is required. The contractor has 10 calendar days from receipt of a Redaction Request from the attorneys to a case to redact the transcript and deliver the redacted transcript to the clerk of court in the electronic medium prescribed by the clerk.

The following personal identifiers may be redacted by a transcriber upon the request of an attorney to a case and without a court order:

- Social Security numbers (or taxpayer identification numbers) to the last four digits;
- financial account numbers to the last four digits;
- dates of birth;
- individuals known to be minor children to the initials; and
- in criminal cases, any home addresses stated in the court to the city and state.

All other requests for redaction of material in a transcript must be submitted by an attorney to the case to the judge. Upon approval of the judge, the transcriber may need to redact additional transcript language. The contractor does not have a responsibility to identify personal identifiers in a transcript; that is the responsibility of the attorneys to the case.

To manually redact a transcript, the transcriber will place an "x" in the space of each redacted character; or, in the alternative, software that provides for redaction may be used as long as the page and line integrity from the original transcript is maintained in the redacted transcript. The title page of the transcript should indicate that it is a redacted transcript immediately below the case caption and before the Volume number and the name and title of the Judge. A notation of "REDACTED TRANSCRIPT" should be inserted on a blank line on the title page, and care should be taken to ensure that the addition of this text does not cause changes to the length of the title page. Also, at the end of the transcript, and without causing "page roll over" (a smaller font may be used) the redacted transcript should be certified by the transcriber stating: "I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the clerk of court on dy/mo/year, and incorporating redactions of personal identifiers requested by the following attorneys of record: _____ in accordance with Judicial Conference policy. Redacted characters appear as an "x" (or a black box) in the transcript."

There is no requirement that any of the parties to the case purchase or be provided with a copy of any redacted transcripts. The parties to the case shall not be charged for the redacted transcript provided to the clerk of court. The parties to the case may only be charged for a copy of a redacted transcript if they specifically request a copy of the redacted transcript.

C.7 Packaging and Marking

- C.7.a** The transcriber shall certify and mark the original notes and other original records with the following information:

“In accordance with 28 U.S.C. § 753(b), I certify that these original notes are a true and correct record of proceedings in the United States District Court for the Eastern District of Pennsylvania before __ (Judicial Officer)_____ on __ (Date)_____ by _____ (Signature of Transcriber)_____.”

- C.7.b** When mailing is requested, packaging of transcripts shall be in accordance with best commercial practices. The Contractor shall pack to ensure carrier acceptance and to ensure safe delivery. The Contractor shall not charge for postage and handling.
- C.7.c** The Contractor shall clearly mark all packages with the legend “Transcript of Proceedings” and include a notation if the proceeding is “Under Seal.” All packages (delivered by any means) shall bear the name, address, and title of the person to whom it is to be delivered, as well as the name and return address of the sender. Failure to do so may constitute grounds for refusal of delivery, with any resulting delinquency being the responsibility of the Contractor. The Contractor may not include any statement or symbol on a transcript that would lead one to believe the transcript is protected by copyright.

SECTION D – PACKAGING AND MARKING

- D.1** The Transcriber shall certify and mark the original notes and other original records as detailed in C.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 B-5 Clauses Incorporated by Reference (SEPT 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/aspx>.

NUMBER	TITLE	DATE
2-5B	Inspection of Services	APR 2013

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Delivery and Acceptance

Delivery of transcripts as detailed in Section C.6, shall be considered complete upon acceptance by the Government Contracting Officer, via approval of the contractor's invoice for payment. Payment for services rendered shall not be made until acceptance by the Contracting Officer.

F.2 Legal Requirements and Permits

The contractor shall be responsible for all necessary licenses, permits and fees, and conform to all laws, regulations, and ordinances applicable to performance under this contract.

SECTION G - CONTRACT ADMINISTRATION

G.1 Invoices

- a) The Contractor shall submit (2) two original signed and dated invoices and a copy of the TPO (transcript purchase order) for all transcript orders by the Court, only after delivery of the original transcript to the Court and a certified copy to the clerk of Court. The original invoice shall be submitted to the Contracting Officer or his/her designee within 45 days after delivery of the transcript and **NOT** to direct Judge's Chambers. The Contractor shall direct all invoices for orders requested by a Judge's Chambers directly to U.S. District Court, Transcription Department. The Contractor shall send invoices for copy work to PAED Transcribers web page at **PAED_Transcribers@paed.uscourts.gov**
- b) The Contractor shall submit (2) two original signed and dated invoices and a copy of the TPO (transcript purchase order) for the transcript ordered by private parties directly to the ordering party and may require payment in full before releasing the transcript. A copy of the invoice shall also be provided to the Contracting Officer and **NOT** to direct Judge's Chambers.
- c) Each Invoice for transcribing services shall contain the following information: (i) the tax id number, (ii) the invoice number(s), (iii) the name of the Presiding Official, (iv) number of actual pages of transcripts, (v) clearly signed and dated, (vi) turnaround time requested, (vii) costs charged.
- d) Each invoice for transcript shall contain the following information:
- i) Tax id number,
 - ii) the Transcript Order number,
 - iii) the invoice number,
 - iv) the name of the proceeding and its docket number,
 - v) the name of the Original Transcript Recipient,
 - vi) the kind of transcript,
 - vii) the number of pages of transcript, turnaround time requested, and costs charged,
 - viii) clearly signed and dated.
- e) In the event the Contractor fails to include any credit or other deduction on an invoice, the Government may compute the credit and effect a set off and reduce the payment accordingly.
- f) Each invoice should include invoice number, case name and case number, ordering party's name and address, turnaround time, page count, rate and cost. The invoice to the ordering party on the TPO (transcript purchase order)
- i) For Judge's chambers ordering please also invoice to following (Do **NOT** address invoices directly to the Judge's Chambers):

United States District Court
ATTN: Transcription Department
601 Market Street
Philadelphia, PA 19106

- (ii) For CJA Orders invoices the contractor shall list the complete and full address of

G.2 Delinquent Transcripts

- (a) The transcriber may charge only 90 percent of the prescribed fee for transcript of a case on appeal not delivered within 30 days of the date ordered and payment received. For a transcript not delivered within 60 days of the date ordered and payment received, the transcriber may charge only 80 percent of the prescribed fee. No fee may be charged which would be higher than the fee corresponding to the actual delivery time.
- (b) The Contracting Officer may grant a waiver of the above price reduction upon the written petition of the transcriber stating that the transcriber did not receive timely notice of the transcript order and/or satisfactory financial arrangements were not made.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 B-5 Clauses Incorporated by Reference (SEPT 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address <http://www.uscourts.gov/procurement.aspx>

NUMBER	TITLE	DATE
1-1	Employment by the Government	JAN 2003

H.2 Confidentiality and Classified Data - AOUSC 2003

- (a) The Government and Contractor agree that neither expects the performance under this contract to involve transcribing or handling of classified information or materials. Either party shall notify the other promptly in writing if the expectation of that party changes, and shall include in the notice reasons therefore. If there are sealed records, in camera proceedings or grand jury matters, the Contractor shall consult with the Contracting Officer as to the proper safeguarding, security, and secrecy of the transcript orders.
- (b) The Contracting Officer will advise the Contractor whenever the Government places a transcribing Services Order for a proceeding which will require the transcribing of classified information or materials. The Contractor shall have the right to decline to provide a transcriber, in which event such services shall be outside the scope of this contract.
- (c) The Contractor shall hold inviolate and in strictest confidence any and all information of an official nature not for inclusion in the transcript, any information which the Presiding Judicial Official designates as "off the record" and all classified information and material.
- (d) The Contractor shall classify, safeguard, and otherwise act with respect to all classified information and material in accordance with applicable law and requirements of the Contracting Officer. The Contractor shall not permit any individual to have or gain access to the classified information or material without written permission of the Contracting Officer, except as access may be necessary for authorized employees of the Contractor to

perform transcription services under this contract.

- (e) Notwithstanding any other provision of this contract, the Contractor may deliver transcript containing classified material or information only to the Government. The Contractor shall never sell or deliver such transcript to a private person without the express written permission of the Contracting Officer. Notwithstanding any other provision of this contract, the Contractor shall never keep a copy of a transcript containing classified material or information after the delivery of the original transcript to the Contracting Officer.

H.3 Clause 2-65, Key Personnel - (APR 2013)

- (a) Individuals identified in attachment J.2 as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
 - (1) All substitutes shall have qualifications at least equal to those of the person being replaced.
 - (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
 - (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
 - (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officers approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
 - (5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.

- (6) As a minimum, resumes shall include the following:
- (a) name of person;
 - (b) functional responsibility;
 - (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - (d) citizenship status;
 - (e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held including specific experience related to the requirements of this contract;
 - (f) and certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
- (7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

SECTION I - CONTRACT CLAUSES

Provision B-1, Solicitation Provisions Incorporated by Reference Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

I.1 B-5 Clauses Incorporated by Reference (SEPT 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

NUMBER	TITLE	DATE
1-10	Gratuities and Gifts	JAN 2010
1-15	Disclosure Of Contractor Information To The Public	AUG 2004

2-57	Protecting, Reporting and Responding to Incidents Involving Sensitive Information.	JUN 2024
3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed Debarment	MAR 2019
3-30	Certificate of Independent Price Determination	JAN 2003
3-35	Covenant Against Contingent Fees	JAN 2003
3-40	Restrictions on Subcontractor sales of the Judiciary	JUN 2014
3-55	Price or Fee Adjustment for Illegal or Improper Activity	JUN 2012
3-85	Explanation to Prospective Offerors	AUG 2004
3-95	Preparation of Offers	APR 2014
3-105	Audit and Records	APR 2011
3-120	Order of Precedence	JAN 2003
3-160	Service Contract Act of 1965, as Amended	MAR 2019
3-205	Protest After Award	JAN 2003
3-210	Protests	JUN 2014
4-1	Type of Contract	JAN 2003
7-1	Contract Administration	JAN 2003
7-5	Contracting Officer's Technical Representative	APR 2013
7-10	Contract Representative	JAN 2003
7-20	Security Requirements	APR 2013

7-25	Indemnification	AUG 2004
7-30	Public Use of the name of the Federal Judiciary	JUN 2014
7-35	Disclosure or Use of Information	APR 2013
7-60	Judiciary-Furnished property or Services	JAN 2004
7-70	Judiciary Property Furnished “As Is”	APR 2013
7-85	Examination Of Records	JAN 2003
7-100B	Limited of Liability	JAN 2003
7-110	Bankruptcy	JAN 2004
7-115	Availability Of Funds	JAN 2003
7-125	Invoices	APR 2011
7-130	Interest	JAN 2003
7-135	Payments	APR 2013
7-140	Discounts For Prompt Payment	JAN 2003
7-150	Extras	JAN 2003
7-175	Assignment Of Claims	JAN 2003
7-185	Changes	APR 2013
7-210	Payment for Emergency Closures	APR 2013
7-215	Notification Of Ownership Changes	JAN 2003
7-220	Termination for Convenience of the Judiciary	JAN 2003
7-223	Termination For The Convenience Of The Judiciary (Short Form)	AUG 2004
7-230	Termination For Default (Fixed Price- Products And Services)	JAN 2003
7-235	Disputes	JAN 2003

(a) Transcript Orders

- (1) Transcript orders shall be in writing. Upon request of a party or order of Court, the transcriber shall prepare accurate, written transcript which shall constitute a full and verbatim transcription of the record of the proceeding, or that portion of the proceeding ordered. The Contractor shall only accept transcript purchase order forms provide by the USDC-EDPA Transcription Department and **NOT** directly from the ordering party.

- (2) Transcripts required by the district courts may be ordered on Standard Form 1034 - Public Voucher for Purchases and Services Other Than Personal (Attachment J.4), on Criminal Justice Act Form 24 (Attachment J.5), on AO 435 - Transcript Order form (Attachment J.6), or on any other form provided by the Contracting Officer. These forms also serve as vouchers authorizing payment to the Contractor for transcripts prepared.
- (3) Transcripts for appealed cases proceeding under the Criminal Justice Act (CJA) or in forma pauperis are processed through the Contracting Officer and shall be ordered on the form specified by the Contracting Officer, with a CJA 24 attached as appropriate.

I.3 Clause 2-90D, Option to Extend the Term of the Contract - (APR 2013)

- (a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.4 Clause 2-90C, Option to Extend Services - (APR 2013)

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 60 calendar days prior to the then current expiration date of this contract.

I.5 Clause 7-120, Availability of Funds for the Next Fiscal Year - (JAN 2003)

Funds are not presently available for performance under this contract beyond the current FY. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

SECTION J - LIST OF ATTACHMENTS

- J.1** 28 U.S.C. §753
- J.2** Contractor's Authorized to Work Under This Contract
- J.3** Maximum rates and delivery times for original transcripts and copies including CJA rates.
- J.4** Criminal Justice Act Form 24.
- J.5** Transcript Order Form, AO 435.
- J.6** Volume 6: Court Reporting; Chapter 5: Transcripts; Section 520: Transcript Format
- J.7** Wage Determination
- J.8** Offeror's References Information

Attachment J.1

TITLE 28--JUDICIARY AND JUDICIAL PROCEDURE PART III--COURT OFFICERS AND EMPLOYEES CHAPTER 49--DISTRICT COURTS

Sec. 753. Transcribers

(a) Each session of the court and every other proceeding designated by rule or order of the court or by one of the judges shall be recorded verbatim by shorthand, mechanical means, electronic sound recording, or any other method, subject to regulations promulgated by the Judicial Conference and subject to the discretion and approval of the judge. The regulations promulgated pursuant to the preceding sentence shall prescribe the types of electronic sound recording or other means which may be used. Proceedings to be recorded under this section include (1) all proceedings in criminal cases had in open court; (2) all proceedings in other cases had in open court unless the parties with the approval of the judge shall agree specifically to the contrary; and (3) such other proceedings as a judge of the court may direct or as may be required by rule or order of court as 1 may be requested by any party to the proceeding.

The transcriber or other individual designated to produce the record shall attach his official certificate to the original shorthand notes or other original records so taken and promptly file them with the clerk who shall preserve them in the public records of the court for not less than ten years.

The transcriber or other individual designated to produce the record shall transcribe and certify such parts of the record of proceedings as may be required by any rule or order of court, including all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases unless they have been recorded by electronic sound recording as provided in this subsection and the original records so taken have been certified by him and filed with the clerk as provided in this subsection. He shall also transcribe and certify such other parts of the record of proceedings as may be required by rule or order of court. Upon the request of any party to any proceeding which has been so recorded who has agreed to pay the fee therefor, or of a judge of the court, the transcriber or other individual designated to produce the record shall promptly transcribe the original records of the requested parts of the proceedings and attach to the transcript his official certificate, and deliver the same to the party or judge making the request.

The transcriber or other designated individual shall promptly deliver to the clerk for the records of the court a certified copy of any transcript so made.

The transcript in any case certified by the transcriber or other individual designated to produce the record shall be deemed prima facie a correct statement of the testimony taken, and proceedings had. No transcripts of the proceedings of the court shall be considered as official except those made from the records certified by the transcriber or other individual designated to produce the record.

The original notes or other original records and the copy of the transcript in the office of the clerk shall be open during office hours to inspection by any person without charge.

(b) Each transcriber may charge and collect fees for transcripts requested by the parties, including the United

States, at rates prescribed by the court subject to the approval of the Judicial Conference. He shall not charge a fee for any copy of a transcript delivered to the clerk for the records of court. Fees for transcripts furnished in criminal proceedings to persons proceeding under the Criminal Justice Act (18 U.S.C. 3006A), or in habeas corpus proceedings to persons allowed to sue, defend, or appeal in forma pauperis, shall be paid by the United States out of moneys appropriated for those purposes. Fees for transcripts furnished in proceedings brought under section 2255 of this title to persons permitted to sue or appeal in forma pauperis shall be paid by the United States out of money appropriated for that purpose if the trial judge or a circuit judge certifies that the suit or appeal is not frivolous and that the transcript is needed to decide the issue presented by the suit or appeal. Fees for transcripts furnished in other proceedings to persons permitted to appeal in forma pauperis shall also be paid by the United States if the trial judge or a circuit judge certifies that the appeal is not frivolous (but presents a substantial question). The transcriber may require any party requesting a transcript to prepay the estimated fee in advance except as to transcripts that are to be paid for by the United States.

Attachment J.2

TRANSCRIBERS AUTHORIZED TO WORK UNDER CONTRACT NO. USDC-EDPA-24__:

Reminder: At the time of award, the Court is required to ensure that all approved transcribers are listed by name in Attachment J2.

The following transcribers are authorized to provide services under this contract:

[Insert only those names of transcribers meeting the qualifications]

Any additions/substitutions to the above list shall be subject to approval of the Contracting Officer.

New Original and Copy Transcript Fee Rates
(Effective Fiscal Years 2024 and 2025)

Original Transcript Rates			
Transcript Types	Original Rate	Increased Rate Fiscal Year 2024	Increased Rate Fiscal Year 2025
Ordinary Transcript (30-day)	\$3.65	\$4.00	\$4.40
14-Day Transcript	\$4.25	\$4.70	\$5.10
Expedited Transcript (7-day)	\$4.85	\$5.35	\$5.85
3-Day Transcript	\$5.45	\$6.00	\$6.55
Daily Transcript	\$6.05	\$6.70	\$7.30
Hourly Transcript	\$7.25	\$8.00	\$8.70
Realtime Transcript	One feed, \$3.05 per page; two-to-four feeds, \$2.10 per page; five or more feeds, \$1.50 per page.	One Feed, \$3.40; two-to-four feeds, \$2.35; five or more feeds, \$1.65.	One Feed, \$3.70; two-to-four feeds, \$2.55; five or more feeds, \$1.80.

Copy Rates						
Transcript Types	First Copy	Increased First Copy Fiscal Year 2024	Increased First Copy Fiscal Year 2025	Addt'l Copy	Increased Addt'l Copy Fiscal Year 2024	Increased Addt'l Copy Fiscal Year 2025
Ordinary Transcript (30-day)	\$.90	\$1.00	\$1.10	\$.60	\$.70	\$.75
14-Day Transcript	\$.90	\$1.00	\$1.10	\$.60	\$.70	\$.75
Expedited Transcript (7-day)	\$.90	\$1.00	\$1.10	\$.60	\$.70	\$.75
3-Day Transcript	\$1.05	\$1.20	\$1.30	\$.75	\$.85	\$.90
Daily Transcript	\$1.20	\$1.35	\$1.45	\$.90	\$1.00	\$1.10
Hourly Transcript	\$1.20	\$1.35	\$1.45	\$.90	\$1.00	\$1.10
Realtime Transcript	n/a	n/a	n/a	n/a	n/a	n/a

CJA 24 AUTHORIZATION AND VOUCHER FOR PAYMENT OF TRANSCRIPT (Rev. 5/24)

1. CIR./DIST./ DIV. CODE		2. PERSON REPRESENTED			VOUCHER NUMBER		
3. MAG. DKT./DEF. NUMBER		4. DIST. DKT./DEF. NUMBER		5. APPEALS DKT./DEF. NUMBER		6. OTHER DKT. NUMBER	
7. IN CASE/MATTER OF <i>(Case Name)</i>		8. PAYMENT CATEGORY		9. TYPE PERSON REPRESENTED		10. REPRESENTATION TYPE <i>(See Instructions)</i>	
		☐ Felony ☐ Petty Offense		☐ Adult Defendant ☐ Appellant			
		☐ Misdemeanor ☐ Other		☐ Juvenile Defendant ☐ Appellee			
		☐ Appeal		☐ Other			
11. OFFENSE(S) CHARGED (Cite U.S. Code, Title & Section) <i>If more than one offense, list (up to five) major offenses charged, according to severity of offense.</i>							
REQUEST AND AUTHORIZATION FOR TRANSCRIPT							
12. PROCEEDING IN WHICH TRANSCRIPT IS TO BE USED <i>(Describe briefly)</i>							
13. PROCEEDINGS TO BE TRANSCRIBED <i>(Describe specifically)</i> . NOTE: For trial transcripts, specify, e.g., voir dire, prosecution opening statement, defense opening statement, witness testimony, prosecution argument, defense argument, prosecution rebuttal, jury instructions, and/or miscellaneous conferences.							
14. SPECIAL AUTHORIZATIONS							JUDGE'S INITIALS
A. Apportioned Cost _____ % of transcript with <i>(Give case name and defendant)</i>							
B. ☐ 14-Day Transcript ☐ 7-Day ☐ 3-Day ☐ Next-Day ☐ 2-Hour ☐ Realtime Unedited							
C. In this multi-defendant case, commercial duplication of transcripts will impede the delivery of accelerated transcript services to persons proceeding under the Criminal Justice Act.							
15. ATTORNEY'S STATEMENT As the attorney for the person represented who is managed above, I hereby affirm that the transcript requested is necessary for adequate representation. I, therefore, request authorization to obtain the transcript services at the expense of the United States pursuant to the Criminal Justice Act. _____ Signature of Attorney Date _____ Printed Name Telephone _____ ☐ Panel Attorney ☐ Retained Attorney ☐ Pro-Se ☐ Legal Organization				16. COURT ORDER Financial eligibility of the person represented having been established to the Court's satisfaction the authorization requested in Item 15 is hereby granted. _____ Signature of Presiding Judge or By Order of the Court _____ Date of Order Nunc Pro Tunc Date			
CLAIM FOR SERVICES							
17. COURT REPORTER/TRANSCRIBER STATUS ☐ Official ☐ Contract ☐ Transcriber ☐ Other				18. PAYEE'S NAME AND MAILING ADDRESS Telephone Number: _____			
19. SOCIAL SECURITY NUMBER OR EMPLOYER ID NUMBER OF PAYEE							
20. TRANSCRIPT	INCLUDE PAGE NUMBERS	NO. OF PAGES	RATE PER PAGE	SUB-TOTAL	LESS AMOUNT APPORTIONED	TOTAL	
Original							
Copy							
Expense <i>(Itemize)</i>							
TOTAL AMOUNT CLAIMED:							
21. CLAIMANT'S CERTIFICATION OF SERVICE PROVIDED I hereby certify that the above claim is for services rendered and is correct, and that I have not sought or received payment <i>(compensation or anything of value)</i> from any other source for these services. Signature of Claimant/Payee _____ Date _____							
ATTORNEY CERTIFICATION							
22. CERTIFICATION OF ATTORNEY OR CLERK I hereby certify that the services were rendered and that the transcript was received. _____ Signature of Attorney or Clerk Date _____							
APPROVED FOR PAYMENT — COURT USE ONLY							
23. APPROVED FOR PAYMENT _____ Signature of Judge or Clerk of Court Date _____							24. AMOUNT APPROVED

Attachment J.5

AO 435 (Rev. 10/23)		ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS		FOR COURT USE ONLY	
TRANSCRIPT ORDER				DUE DATE:	
<i>Please Read Instructions:</i>					
1. NAME		2. PHONE NUMBER		3. DATE	
4. DELIVERY ADDRESS OR EMAIL		5. CITY		6. STATE	7. ZIP CODE
8. CASE NUMBER	9. JUDGE	DATES OF PROCEEDINGS			
		10. FROM		11. TO	
12. CASE NAME		LOCATION OF PROCEEDINGS			
		13. CITY		14. STATE	
15. ORDER FOR					
☐ APPEAL		☐ CRIMINAL		☐ CRIMINAL JUSTICE ACT	
☐ NON-APPEAL		☐ CIVIL		☐ BANKRUPTCY	
				☐ OTHER (<i>Specify</i>)	
16. TRANSCRIPT REQUESTED (Specify portion(s) and date(s) of proceeding(s) for which transcript is requested)					
PORTIONS		DATE(S)		PORTION(S)	
☐ VOIR DIRE				☐ TESTIMONY (Specify Witness)	
☐ OPENING STATEMENT (Plaintiff)					
☐ OPENING STATEMENT (Defendant)					
☐ CLOSING ARGUMENT (Plaintiff)				☐ PRE-TRIAL PROCEEDING (Specy)	
☐ CLOSING ARGUMENT (Defendant)					
☐ OPINION OF COURT					
☐ JURY INSTRUCTIONS				☐ OTHER (Specify)	
☐ SENTENCING					
☐ BAIL HEARING					
17. ORDER					
CATEGORY	ORIGINAL (Includes Certified Copy to Clerk for Records of the Court)	FIRST COPY	ADDITIONAL COPIES	NO. OF PAGES ESTIMATE	COSTS
30-Day	☐	☐	NO. OF COPIES		
14-Day	☐	☐	NO. OF COPIES		
7-Day	☐	☐	NO. OF COPIES		
3-Day	☐	☐	NO. OF COPIES		
Next-Day	☐	☐	NO. OF COPIES		
2-Hour	☐	☐	NO. OF COPIES		
REALTIME	☐	☐			
CERTIFICATION (18. & 19.) By signing below, I certify that I will pay all charges (deposit plus additional).				ESTIMATE TOTAL	\$ 0.00
18. SIGNATURE				PROCESSED BY	
19. DATE				PHONE NUMBER	
TRANSCRIPT TO BE PREPARED BY				COURT ADDRESS	
ORDER RECEIVED		DATE	BY		
DEPOSIT PAID				DEPOSIT PAID	
TRANSCRIPT ORDERED				TOTAL CHARGES	\$ 0.00
TRANSCRIPT RECEIVED				LESS DEPOSIT	\$ 0.00
ORDERING PARTY NOTIFIED TO PICK UP TRANSCRIPT				TOTAL REFUNDED	
PARTY RECEIVED TRANSCRIPT				TOTAL DUE	\$ 0.00

DISTRIBUTION:

COURT COPY

TRANSCRIPTION COPY

ORDER RECEIPT

ORDER COPY

INSTRUCTIONS

GENERAL

Use. Use this form to order the transcription of proceedings. Complete a separate order form for each case number for which transcripts are ordered.

Completion. Complete Items 1-19. Do *not* complete shaded areas which are reserved for the court's use.

Order Copy. Keep a copy for your records.

Submitting to the Court. Submit the form in the format required by the court.

Deposit Fee. The court will notify you of the amount of the required deposit fee which may be mailed or delivered to the court. Upon receipt of the deposit, the court will process the order.

Delivery Time. Delivery time is computed from the date of receipt of the deposit fee or for transcripts ordered by the federal government from the date of receipt of the signed order form.

Completion of Order. The court will notify you when the transcript is completed.

Balance Due. If the deposit fee was insufficient to cover all charges, the court will notify you of the balance due which must be paid prior to receiving the completed order.

SPECIFIC

Items 1-19. These items should always be completed.

Item 8. Only one case number may be listed per order.

Item 15. Place an "X" in each box that applies.

Item 16. Place an "X" in the box for each portion requested. List specific date(s) of the proceedings for which transcript is requested. Be sure that the description is clearly written to facilitate processing. Orders may be placed for as few pages of transcript as are needed.

Item 17. *Categories.* There are six (6) categories of transcripts which may be ordered. These are:

30-Day. A transcript to be delivered within thirty (30) calendar days after receipt of an order. (Order is considered received upon receipt of the deposit.)

14-Day. A transcript to be delivered within fourteen (14) calendar days after receipt of an order.

7-Day. A transcript to be delivered within seven (7) calendar days after receipt of an order.

3-Day. A transcript to be delivered within three (3) calendar days after receipt of an order.

Next-Day. A transcript to be delivered following adjournment and prior to the normal opening hour of the clerk's office on the following morning whether or not it actually is a court day.

2-Hour. A transcript of proceedings ordered under unusual circumstances to be delivered within two (2) hours.

Realtime. A draft unedited transcript produced by a certified realtime reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following adjournment.

NOTE: Full price may be charged only if the transcript is delivered within the required time frame. For example, if an order for an 7-day transcript is not completed and delivered within seven (7) calendar days, payment would be at the 14-day *delivery* rate, and if not completed and delivered within 14 calendar days, payment would be at the 30-day delivery rate.

Ordering. Place an "X" in each box that applies. Indicate the number of additional copies ordered.

Original. Original typing of the transcript. An original must be ordered and prepared prior to the availability of copies. The original fee is charged only once. The fee for the original includes the copy for the records of the court.

First Copy. First copy of the transcript after the original has been prepared. All parties ordering copies must pay this rate for the first copy ordered.

Additional Copies. All other copies of the transcript ordered by the same party.

Item 18. Sign in this space to certify that you will pay all charges. (This includes the deposit plus any additional charges.)

Item 19. Enter the date of signing.

Shaded Area. Reserved for the court's use.

Guide to Judiciary Policy

Vol. 6: Court Reporting

Ch. 5: Transcripts

[§ 510 Overview](#)

[§ 510.17 Transcript Categories](#)

[§ 510.20 Transcripts to the Court](#)

[§ 510.25 Transcripts and Records for the Clerk of Court](#)

[§ 510.30 Transcripts Requested by Parties](#)

[§ 510.35 Responsibilities](#)

[§ 510.40 Electronic Sound Recording Files](#)

[§ 510.45 Arraignments, Changes of Pleas, and Sentencings](#)

[§ 510.50 Statement of Reasons Report for Sentencing Guidelines](#)

[§ 510.55 Retired or Separated Official Court Reporters](#)

[§ 520 Transcript Format](#)

[§ 520.15 Electronic Transcripts](#)

[§ 520.16 Compressed Transcript](#)

[§ 520.20 Realtime Translation](#)

[§ 520.23 Paper](#)

[§ 520.30 Margins](#)

[§ 520.33 Line Numbers](#)

[§ 520.36 Typing](#)

[§ 520.40 Content](#)

[§ 520.43 Title Page](#)

[§ 520.46 Indexes](#)

[§ 520.50 Numbering](#)

[§ 520.53 Cover](#)

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[§ 520.60 Fastener](#)

[§ 520.63 Certification](#)

[§ 520.66 Copies](#)

[§ 520.70 Redaction](#)

[§ 530 Fees](#)

[§ 530.10 Authority](#)

[§ 530.15 Scope](#)

[§ 530.25 Notification of Fees](#)

[§ 530.26 Prepayment](#)

[§ 530.27 Temporary Retention of Transcript Deposits by Clerk of Court](#)

[§ 530.30 Judge Ordered Transcripts](#)

[§ 530.40 Justifying Higher Rates](#)

[§ 530.50 Descriptions of Fees for Services](#)

[§ 530.55 Items for Which No Fee May Be Charged](#)

[§ 530.60 Permissible Extra Fees](#)

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§ 510 Overview

One of the court reporter's primary responsibilities is to provide a transcript of court proceedings at the request of a party or by court order. The court reporter must also provide the court with a transcript or electronic sound recording of all arraignments, pleas, and proceedings related to the imposition of sentence in criminal cases. This chapter provides requirements for transcript production, delivery, fees, and format.

§ 510.17 Transcript Categories

The Judicial Conference has approved the following transcript categories. No other transcript categories are authorized.

(a) 30-Day Transcript (Ordinary)

A transcript to be delivered within 30 calendar days after receipt of an order.

(b) 14-Day Transcript

A transcript to be delivered within 14 calendar days after receipt of an order.

(c) 7-Day Transcript (Expedited)

A transcript to be delivered within seven calendar days after receipt of an order.

(d) 3-Day Transcript

A transcript to be delivered within three calendar days after receipt of an order.

(e) Next-Day Transcript (Daily)

A transcript to be delivered on the calendar day following receipt of the order (regardless of whether that calendar day is a weekend or holiday) before the normal opening hour of the clerk's office.

(f) 2-Hour Transcript (Hourly)

A transcript of proceedings to be delivered within two hours from receipt of the order.

(g) Realtime Translation

A draft unedited transcript produced by a certified realtime court reporter as a byproduct of realtime to be delivered electronically during proceedings or immediately following receipt of the order.

§ 510.20 Transcripts to the Court

(a) [28 U.S.C. § 753\(b\)](#) provides the duties and responsibilities of official court reporters, including the responsibility to provide certified transcripts without charge to a requesting judge. **See:** [Guide, Vol. 6, § 290.20 \(Court Reporters' Duties\)](#).

(b) Courthouse opening ceremonies, judge investiture ceremonies, and other ceremonies in which a judge presides are considered court proceedings, and the judge(s) presiding over these ceremonies may order that the proceedings be recorded or transcribed verbatim.

(1) If the court reporter assigned to the ceremony is an official reporter, the transcribing services and the production of the transcript are within the scope of the reporters' duties and no fees may be charged.

(2) Compensation for a contract court reporter must be consistent with the contract terms. **See:** [Guide, Vol. 6, § 450 \(Contract Court Reporting\)](#).

- (c) If requested by a judge, a court reporter may produce a non-certified or unedited transcript for a judge's use, and it does not have to be filed with the clerk for the records of the court.

§ 510.25 Transcripts and Records for the Clerk of Court

(a) Transcript Delivery

The court reporter must file with the clerk of court a certified transcript of all proceedings prepared.

- (1) The certified transcript must be filed with the clerk of court concurrent with, but not later than three working days after, delivery to the requesting party. The transcript may be in paper or electronic format as determined by the court.
- (2) When a contract court reporter produces a certified transcript at the request of a party or a judge, the contract court reporter must concurrently deliver a certified transcript to the clerk of court at no charge.

(b) Public Inspection

- (1) The original notes or other original records and a copy of the transcript in the office of the clerk must be open during office hours to inspection by any person without charge.
- (2) The clerk's copy is an official court record that serves as the control copy, which the clerk may compare to verbatim records being forwarded on appeal.

(3) Clerk's Transcript

- (A) No fee is to be charged any person for use of the clerk's copy.
- (B) The clerk's copy is available to the judge if the judge desires to use it; and in some instances, where the "original papers rule" is followed, this copy may be forwarded to the court of appeals when an appeal is filed.

(c) Transcripts on Electronic Media

Any electronic transcript filed with the court must be in portable document format (PDF) or any other format approved by the court and consistent with the Judicial Conference's approved format guidelines. [JCUS-SEP 1991](#), p. 65, [JCUS-SEP 2012](#), p. 26.

§ 510.25.10 Transcripts in the Case Management/Electronic Case Files System

- (a) The Judicial Conference adopted a policy requiring courts to make documents electronically available via the Public Access to Court Electronic Records (PACER) system. Courts must provide remote access to prepared electronic transcripts of court proceedings.
- (b) The Judicial Conference approved the following policy regarding the availability of transcripts of court proceedings in electronic format ([JCUS-SEP 2007](#), p. 12):
 - (1) A transcript provided to a court by a court reporter or transcriber will be available at the office of the clerk of court for inspection only, for a period of 90 days (unless extended by the court) after it is delivered to the clerk.
 - (2) During the 90-day period (which may be extended by the court):
 - (A) a copy of the transcript may be obtained from the court reporter or transcriber at the rate established by the Judicial Conference;
 - (B) the transcript will be available within the court for internal use;
 - (C) an attorney who obtains the transcript from the court reporter or transcriber may obtain remote electronic access to the transcript through the court's Case Management/ Electronic Case Files (CM/ECF) system for purposes of creating hyperlinks to the transcript in court filings and for other purposes; and
 - (D) access to the transcript in CM/ECF is restricted to four types of users:
 - court staff;
 - public terminal users;
 - attorneys of record or parties who have purchased the transcript from the court reporter/transcriber; and
 - other persons as directed by the court (e.g., appellate attorneys).
 - (3) After the 90-day period:
 - (A) the filed transcript will be available for inspection and copying in the clerk's office and for download from the

court's CM/ECF system through the judiciary's PACER system.

- (B) The transcript copy filed with the clerk of court may be reproduced without compensation to the court reporter or transcriber under the same terms and conditions that any other official public document in the case file may be reproduced.
- (c) The requirement to provide a certified transcript (whether in paper or electronic format, as determined by the court) to the clerk for the records of the court is unaffected by filing in CM/ECF. **See:** [§ 510.25\(a\)](#).

§ 510.25.20 Redaction of Electronic Transcripts

- (a) The parties have the responsibility to review the transcripts and request redactions, if necessary, consistent with [JCUS-SEP 2003](#), pp. 16-17, [Guide, Vol. 10, § 320 \(Required Redactions\)](#) and [§ 330 \(Transcripts of Court Proceedings\)](#).
- (b) Court reporters and transcribers do not have the responsibility:
 - (1) To redact sensitive information from the transcript unless there is a redaction request made by the parties to the case, or
 - (2) To notify the parties of material that should be redacted.

§ 510.30 Transcripts Requested by Parties

- (a) Transcripts may be sold via electronic media in PDF, ASCII format, or other format requested by the ordering party and agreed to by the court reporter or transcriber, whether they represent originals, first copies, or additional copies.
- (b) Court reporters and transcribers must produce paper originals and paper copies at the Judicial Conference rates when ordered by parties. [JCUS-SEP 1991](#), p. 65, [JCUS-SEP 2012](#), p. 26.

§ 510.35 Responsibilities

- (a) Court Reporters

In dealing with parties requesting transcripts, court reporters must maintain a professional relationship and provide timely quality service. They must:

- (1) Adhere to the transcript format established by the Judicial Conference. **See:** [§ 520](#).
 - (2) Adhere to transcript page rates per delivery category established by the court and the Judicial Conference. **See:** [§ 530](#).
 - (3) Not require parties to purchase more pages than they want or need.
 - (4) Not require parties to purchase more copies than they want or need.
 - (5) Provide (whenever possible) the type of service requested (i.e., 30-day transcript (ordinary), 14-day transcript, 7-day transcript (expedited), 3-day transcript, next-day transcript (daily), or 2-hour transcript (hourly)). **See:** [§ 510.17](#).
- (b) Parties
- Parties requesting a transcript should complete [Form AO 435 \(Transcript Order\)](#) or other order form available from the court reporter.
- (c) Court Reporting Supervisor
- (1) The court reporting supervisor must monitor all orders for transcripts and the relationship between court reporters and those requesting transcripts.
 - (2) The court reporting supervisor must maintain records of all transcript orders to ensure compliance with all Judicial Conference requirements, including timely preparation, format, and fees charged.

§ 510.40 Electronic Sound Recording Files

§ 510.40.10 Electronic Sound Recording Files in Lieu of Transcript

(a) Availability

When proceedings have been recorded as the official record by electronic sound recording equipment, the court should advise parties requesting transcripts that they may choose to purchase copies of the electronic sound recording files, which may be less costly, from the clerk of court in lieu of transcript for their own use.

(b) Audio Recording Orders

- (1) The court may reproduce tapes or CDs on its own duplicating equipment or on commercial equipment and may sell the reproduction of the audio at the prevailing rate prescribed by the District Court or Bankruptcy Court Miscellaneous Fee Schedule in effect.
 - (2) Courts may provide digital files of audio recordings via email or digital download.
 - (3) Orders for audio recordings should be submitted to the clerk's office on [Form AO 436 \(Audio Recording Order\)](#).
- (c) Backup recordings
- (1) This provision does not apply to court reporters' backup recordings used to augment the steno notes. Backup recordings made by court reporters for their own convenience and not otherwise required by [28 U.S.C. § 753](#) are the personal property of the court reporter.
 - (2) There is no public entitlement to these recordings, or to backup recordings made for the convenience of the court, with the exception of recordings of arraignments, changes of plea, and sentencings filed with the clerk of court, which are covered above in [§ 510.40.10\(b\)](#).

§ 510.40.20 Professional Transcription Services – Electronic Sound Recordings

- (a) Professional Transcription Services
- (1) The court may have transcripts prepared from analog or digital audio files by professional transcription services based on credentials offered by the profession.
 - (2) This would include firms or individuals that have been certified by the American Association of Electronic Reporters and Transcribers (AAERT) or other transcription certification organization that the court deems suitable.
 - (3) Courts may use individuals who have received court reporter certification to transcribe audio files. While the Judicial Conference does not permit the AO to maintain a central listing of certified transcribers, a court may keep a local list of qualified transcribers.
- (b) Procurement Guidelines

If a purchase for transcription services is estimated to be \$10,000 or more, the Court should follow the competition guidelines in [Guide, Vol. 14, § 325.20.10\(a\) and \(b\)](#).

(c) Costs

The court may not charge parties for the cost of duplicating electronic sound recording files of proceedings that the court sends to a transcriber for filling transcript orders.

(d) Transcript Orders

Orders for transcripts should be submitted to the clerk's office on a [Form AO 435 \(Transcript Order\)](#).

(e) Preparation

All format, delivery time schedule, and fee requirements adopted by the Judicial Conference apply as if the transcript were produced by one of the court's reporters.

(f) Official Court Reporters

(1) An official, temporary, or combined-position court reporter may agree to produce transcripts from audio recordings of court proceedings which the court reporter did not attend consistent with the court reporting management plan. Such transcripts may be ordered by parties or by any federal judge. The official court reporter is considered a transcriber and may be paid no more than the rates established by the Judicial Conference.

(2) Courts may not provide preferential treatment to court reporting staff by referring all transcription work to one or more official court reporters. The transcription work should be rotated evenly among the qualified transcribers authorized by the court to transcribe proceedings of electronic sound recording.

(g) Other Court Employees

(1) Court employees, other than official court reporters, may not retain fees for preparation of official transcripts.

(2) If a court employee, other than an official court reporter, produces transcript for a private party, the fees for such must be deposited into the United States Treasury. [18 U.S.C. § 209](#).

§ 510.40.30 Certification of Transcription

The person or transcription services firm designated to transcribe the proceedings recorded by electronic sound recording must authenticate the original transcript and each copy with a certification on the last page. **See:** [§ 520.63 \(Certification\)](#).

§ 510.45 Arraignments, Changes of Pleas, and Sentencings**§ 510.45.10 Statutory Authority**

Under [28 U.S.C. § 753\(b\)](#), the court reporter or other individual designated to produce the record is required to transcribe and certify such parts of the record of proceedings as may be required by any rule or order of court including all arraignments, pleas, and proceedings in connection with the imposition of sentence in criminal cases unless they have been recorded by electronic sound recording. **See:** [Guide, Vol. 6, § 290.20.20\(c\)](#).

§ 510.45.20 Transcripts and Electronic Sound Recordings of Arraignments, Pleas, and Sentencings

- (a) If the court reporter elects to file an electronic sound recording of all arraignments, pleas, and sentencings in lieu of a certified transcript, the court reporter must file such recording with the clerk of the court with a certificate in the form provided in [Guide, Vol. 6, § 290.20.20\(c\)](#) at no expense to the government (judiciary). [JCUS-MAR 1963](#), p. 10.
- (b) The court reporter must file a transcript within 30 days of the close of the proceeding unless it was recorded on electronic sound recording equipment, in which event the electronic recording, accompanied by a certification of the court reporter, must be filed as soon as the recording has been used to capacity, or the audio file uploaded to a designated server upon adjournment of the proceeding or consistent with the court's established procedures. [28 U.S.C. § 753](#).
- (c) Challenges to Validity of Conviction
 - (1) A judge should consider whether the clerk's copy is sufficient before approving the production of another copy at government expense for transcripts of arraignments, pleas, and sentences that are requested by a defendant proceeding under the Criminal Justice Act (CJA) who attacks the validity of the conviction under [28 U.S.C. § 2255](#) and wants to use transcripts of the plea and proceedings in connection with the imposition of the sentence in a motion.
 - (2) Since this motion is made in the trial court, there is always available in the clerk's files a certified electronic sound recording or a transcript copy of these proceedings (which the reporter must file

without charge, under [28 U.S.C. § 753](#)) which is available to the defendant and to the court with other papers in the case, for consideration in connection with the motion.

- (d) Court reporters may charge parties (including the Department of Justice and other parties proceeding under the CJA) for transcripts of arraignments, changes of plea, or proceedings in connection with the imposition of sentencing when an electronic recording of the proceeding has been filed with the court in lieu of a written transcript. [JCUS-MAR 1996](#), p. 27.
- (e) The opinion of the Administrative Office's (AO) Office of the General Counsel (OGC) is that unedited and uncertified transcripts (including realtime translations) are not acceptable in lieu of certified transcripts or audio recordings of arraignments, changes of plea, and sentencing proceedings. OGC Memorandum, July 7, 1978, Fees for Transcripts of Arraignments, Pleas, and Proceedings in Connection with the Imposition of Sentence.

§ 510.50 Statement of Reasons Report for Sentencing Guidelines

§ 510.50.10 Statutory Authority

- (a) The Sentencing Reform Act requires the district court to place on the record a statement of reasons for each criminal sentence under the Sentencing Guidelines. **See:** [18 U.S.C. § 3553\(c\)](#).
- (b) Under [28 U.S.C. § 994\(w\)](#), the court must send a report of the statement of reasons to the Sentencing Commission within 30 days following entry of judgment.

§ 510.50.20 Transcript of Statement of Reasons

If the court requires the court reporter to prepare a transcript of the statement of reasons, the court reporter must furnish the transcript at no expense to the government.

§ 510.55 Retired or Separated Official Court Reporters

- (a) Responsibilities
 - (1) Any official court reporter who terminates employment with the court remains responsible for producing requested transcripts of proceedings recorded during the period of employment at the rates in effect at the time the transcript was ordered.

(2) Official court reporters must make every effort to serve the ordering party by producing the transcript according to the delivery schedule established by the Judicial Conference.

(3) Any official court reporter refusing to transcribe a court proceeding could be ordered by the court to show cause.

(b) Payment for Transcripts for the Court

Retired or separated official court reporters are entitled to payment for the production of original transcripts requested by a judge after the date of retirement or separation provided that the transcripts are prepared from notes taken during the period of employment with the court and have not previously been ordered by a party.

(c) Performance Concerns

A court is not required to refer outstanding transcript orders to a separated official court reporter if the court has concerns regarding the official court reporter's performance.

(d) Original Notes

(1) Official court reporter notes are the property of the court and must remain in the custody of the clerk of court. The original shorthand notes or other original records so taken are promptly filed with the clerk who must preserve them in the public records of the court.

See: JNet's [Storage of Original Notes and Audio Files](#) page.

(2) The notes may be removed only for purposes of providing a transcript.

(3) An official court reporter no longer employed by the court must file a copy of the transcript with the clerk of court within three days of delivery to the ordering party. The court reporting supervisor should assist the retired or separated official court reporter in obtaining the notes and act as liaison between the reporter and ordering party.

(e) Dictionary

(1) Courts may require separated official court reporters to file copies of their dictionaries with the court.

(2) If a separated official court reporter may be unavailable to produce transcripts (due to illness, death, or the court's decision not to refer transcript orders to that official court reporter), the dictionary will

assist another court reporter or transcriber with translating the original official court reporter's notes if a transcript is required.

§ 520 Transcript Format

The Judicial Conference first adopted the uniform transcript format in 1944 to assure that each party is treated equally throughout the country. [JCUS-SEP 1944](#), Appendix.

- (a) The format requirements must be followed because minor changes result in significant monetary losses to parties. No court, judge, supervisor, court reporter, or transcriber may authorize a deviation from the requirements provided by the Judicial Conference.
- (b) The per-page transcript rates are based on strict adherence to the prescribed format.
- (c) The format standards incorporate government standards for archival materials and assure that all transcripts produced in federal courts are produced on the same basis.

§ 520.15 Electronic Transcripts

- (a) Transcripts may be sold via electronic media in PDF, ASCII, or other format requested by the ordering party and agreed to by the court reporter or transcriber, whether they represent originals, first copies, or additional copies.
- (b) Each page of transcript sold via electronic media must be formatted consistent with the Judicial Conference's approved transcript format guidelines, and electronic media transcripts may not contain any protection or programming codes that would prevent copying or transferring the data. [JCUS-SEP 1991](#), p. 65 and [JCUS-SEP 2012](#), p 26.

§ 520.16 Compressed Transcript

- (a) A compressed transcript captures two or more standard pages of transcript and reproduces them on a single page.
- (b) As with electronic media, court reporters and transcribers who have the capability may sell compressed transcripts on a per standard transcript-page basis, regardless if two or more standard transcript pages are compressed onto a single page of paper.
- (c) There is no requirement to provide such service.

§ 520.20 Realtime Translation

The transcript format guidelines prescribed by the Judicial Conference apply to realtime translation with the exceptions outlined in [Guide, Vol. 6, § 320.50.30 \(Production\)](#).

§ 520.23 Paper

(a) Size

Paper size is to be 8-1/2 X 11 inches.

(b) Weight

The weight of paper is to be at least 13 pounds for both originals and copies.

(c) Type

The paper type for both originals and copies is to be of chemical wood or better quality.

(d) Color

White paper is to be used for both originals and copies.

§ 520.30 Margins

(a) The use of preprinted solid left and right marginal lines is required.

(b) The use of preprinted top and bottom marginal lines is optional.

(c) All preprinted lines must be placed on the page so that text actually begins 1-3/4 inches from the left side of the page and ends 3/8 inch from the right side of the page.

§ 520.33 Line Numbers

Each page of transcription is to bear numbers indicating each line of transcription on the page.

§ 520.36 Typing

§ 520.36.05 Ink Color

Black ink is to be used for both originals and copies.

§ 520.36.10 Type Size

The letter character size is to be 10 letters to the inch. This provides for approximately 63 characters to each line. (Type should be letter quality.)

§ 520.36.15 Number of Lines Per Page

(a) Line of Text Per Page Requirement

- (1) Except as provided in (b) below, each page of transcription is to contain 25 lines of text.
- (2) The last page may contain fewer lines if it is less than a full page of transcription.
- (3) Page numbers or notations cannot be considered part of the 25 lines of text.

(b) Exception

- (1) An exception to the above requirement of 25 lines of text will be allowed when a next-day (daily) or 2-hour (hourly) transcript of jury trials is produced and the exception is approved by the presiding judicial officer.
- (2) The exception allows a page break before and after sidebar conferences, bench conferences, and hearings on motions.
- (3) Court reporters are required to reduce the page count for billing purposes by one-half page for every page of transcript that includes a sidebar conference, bench conference, or hearing on motions that is marked by such a page break.
- (4) This exception as defined above will make it easier for a judge to provide portions of a transcript to a jury for review. [JCUS-MAR 1996](#), pp. 26-27.

§ 520.36.25 Spacing

Lines of transcript text are to be double spaced.

§ 520.36.30 Upper and Lower Case

Upper and lower case is preferred, but all upper case may be used.

§ 520.36.35 Indentations

- (a) Question and Answer (Q and A)
 - (1) All Q and A designations must begin at the left margin.
 - (A) A period following the Q and A designation is optional.
 - (B) The statement following the Q and A must begin on the fifth space from the left margin.
 - (C) Subsequent lines must begin at the left margin.
 - (2) Since depositions read at a trial have the same effect as oral testimony, the indentations for Q and A must be the same as described above.
 - (A) In the transcript, each question and answer read from a deposition must be preceded by a quotation mark.
 - (B) At the conclusion of the reading, a closing quotation mark must be used.
- (b) Colloquy
 - (1) Speaker identification must begin on the tenth space from the left margin followed directly by a colon.
 - (2) The statement must begin on the third space after the colon.
 - (3) Subsequent lines must begin at the left margin.
- (c) Quotations

Quoted material other than depositions must begin on the tenth space from the left margin, with additional quoted lines beginning at the tenth space from the left margin, with appropriate quotation marks used.

§ 520.36.40 Interruptions of Speech and Simultaneous Discussions

- (a) Interruptions of speech must be denoted by the use of a dash at the point of interruption, and again at the point the speaker resumes speaking.
- (b) At the discretion of the transcriber, simultaneous discussions may also be noted in this manner.

§ 520.36.45 Punctuation and Spelling

Punctuation and spelling must be appropriate standard usage. For example, if a question in Q and A is indeed a question, it must be followed by a question mark.

§ 520.36.50 Page Heading

- (a) A page heading (also known as a “header”) is brief descriptive information noted to aid in locating a person or event in a transcript.
- (b) A page heading must be provided on each page of witness testimony; it is optional for other types of persons and/or event notations.
- (c) Listing the last name of the witness or other party and the type of examination or another event is sufficient.
- (d) Page headings must appear above line 1 on the same line as the page number.
- (e) This information is not to be counted as a line of transcript.

§ 520.36.55 Parenthetical Notations

- (a) Parenthetical notations are generally marked by parentheses; however, brackets may be used.
- (b) Parenthetical notations must begin with an open parenthesis or bracket on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin.
- (c) Parenthetical notations are used for:
 - (1) customary introductory statements such as call to order of court or swearing in a witness, and
 - (2) indicating non-verbal behavior, pauses, and readback/playback.

For types of parenthetical notations, **see:** [§ 520.40.20\(a\)](#).

§ 520.36.60 Legibility

The original transcript and each copy are to be legible without any interlineations materially defacing the transcript.

§ 520.40 Content

§ 520.40.10 Verbal

Except as noted below, the transcript must contain all words and other verbal expressions uttered during the course of the proceeding.

(a) Striking of Portions of the Proceeding

No portion of the proceeding must be omitted from the record by an order to strike. Regardless of requesting party, the material ordered stricken, as well as the order to strike, must all appear in the transcript.

(b) Editing of Speech

- (1) The transcript must provide an accurate record of words spoken in the course of proceedings. All grammatical errors, changes of thought, contractions, misstatements, and poorly constructed sentences must be transcribed as spoken.
- (2) In the interest of readability, false starts, stutters, uhms and ahs, and other verbal tics are not normally included in transcripts; but such verbalizations must be transcribed whenever their exclusion could change a statement's meaning.

(c) Reporting of Audio/Video Recordings

Generally, audio/video recordings played in court are entered as an exhibit in a proceeding. Since such recordings are under the direct control of the court, audio/video recordings need not be transcribed unless the court so directs.

(d) Private Communications and Off the Record Conversations

Private communications and off the record conversations inadvertently recorded may not be included in the transcript.

(e) Call to Order, Swearing in, or Affirmation of Witnesses or Jurors

- (1) Standard summary phrases must be used for customary introductory statements such as the call to order of court and the swearing in or affirmation of witnesses.
- (2) These must appear in parentheses or brackets and begin with an open parenthesis or bracket on the fifth space from the left margin, with the remark beginning on the sixth space from the left margin.

(3) The following phrases can be employed:

- (Call to Order of the Court),
- (The Jury Is Sworn),
- (The Witness Is Sworn), and
- (The Witness Is Affirmed).

(f) Identification of Speaker

(1) All speakers must be properly identified throughout the transcript, initially by their full name, thereafter by the following designations or courtesy titles, in capital letters indented 10 spaces from the left margin:

(2) Proper Transcript:

Speaker	Identification
the judge	THE COURT
attorney	MR., MRS., MS., OR MISS + (last name)
witness	THE WITNESS (in colloquy)
interpreter	THE INTERPRETER
defendant (in criminal cases)	THE DEFENDANT

(g) Testimony Through Interpreter

When interpreters are used, it will be assumed that answers are made in a foreign language and interpreted unless a parenthetical “(in English)” is inserted.

§ 520.40.20 Nonverbal

(a) Designation of Portions of Proceedings and Time of Occurrence
(Parenthetical Notations)

(1) Parenthetical notations in a transcript are a court reporter’s or electronic court recorder operator’s own words, enclosed in parentheses or brackets, recording some action or event. Parenthetical notations should be as short as possible but consistent with clarity and standard word usage.

- (2) The following parenthetical notations should be used to designate portions of proceedings. Designations requiring a time notation are listed first:

- (A) Proceedings Started, Recessed, and Adjourned, with Time of Day and Any Future Date Indicated where Appropriate

Examples:

- (Recess at 11:30 a.m.)
- (Recess at 12:30 p.m., until 1:30 p.m.)
- (Proceedings concluded at 5 p.m.)

- (B) Jury In/Out

- (i) Examples:

- (Jury out at 10:35 a.m.)
- (Jury in at 10:55 a.m.)

- (ii) If a jury is involved, it is essential to indicate by the proper parenthetical notation whether the proceeding occurred:

- in the presence of the jury,
- out of the presence of the jury,
- out of the hearing of the jury,
- before the jury entered the courtroom, or
- after the jury left the courtroom.

- (3) Defendant Present/Not Present

In criminal trials, this designation must be made if not stated in the record by the judge.

- (4) Bench/Side Bar Conferences

- (A) This designation must note whether the bench/side bar conference is on or off the record. If all the attorneys in court are not participating in the bench/side bar conference, the parenthetical notation must so indicate.

- (B) Examples:

- (Bench conference on the record)

- (Bench conference off the record with Mr. Smith, Mrs. Jones, and Mr. Adams)
- (At side bar on the record)
- (At side bar)
- (End of discussion at side bar)

(5) Discussions off the Record

This designation must note where the discussion took place.

(6) Chambers Conferences

(A) This designation must note the presence or absence of parties in chambers.

(B) Examples:

- (Discussion off the record in chambers with defendant not present)
- (Discussion on the record in chambers with defendant present)

(b) Speaker/Event Identification

(1) References to speakers and events that occur throughout proceedings must be properly noted in capital letters and centered on the appropriate line.

(2) Examples:

- AFTER RECESS
- DIRECT EXAMINATION
- CROSS EXAMINATION
- REDIRECT EXAMINATION
- RECROSS EXAMINATION
- FURTHER REDIRECT EXAMINATION
- PLAINTIFF'S EVIDENCE
- PLAINTIFF RESTS
- DEFENDANT'S EVIDENCE
- DEFENDANT RESTS
- PLAINTIFF'S EVIDENCE IN REBUTTAL

(c) Nonverbal Behavior and Pauses

(1) It is the responsibility of the attorneys, as well as the judge in some instances, to note for the record any significant nonverbal behavior

(i.e., physical gestures, and lengthy pauses on the part of a witness.)

(2) If counsel or the court refers to the witness's affirmative or negative gesture, parenthetical phrases may be used to indicate physical gestures.

(3) Examples:

- (Nods head up and down)
- (Shakes head from side to side)
- (Indicating)

(d) Readback and/or Playback

All readbacks and/or playbacks and the party requesting must be noted parenthetically as follows:

(1) If the question and/or answer requested to be read or played back appears on the same page as the request, the following parenthetical must be used:

(The last question and/or answer was read/played back)

(2) If, however, the question and/or answer, or both, appear on a previous page, the court reporter or audio operator should replay or restate the question and/or answer both, in full, with appropriate quotation marks and parentheses. The following parenthetical should be used for playbacks:

(The record was replayed)

(e) Indiscernible or Inaudible Speech on Electronic Sound Recording

(1) Incomplete records of proceedings are unacceptable in a court of law. It is therefore highly undesirable to have any portion of a transcript labeled "indiscernible" or "inaudible."

(2) Every effort must be made to produce a complete transcript. The use of "inaudible" or "indiscernible" should be used only when it is impossible to transcribe the record.

§ 520.43 Title Page

§ 520.43.10 Contents

Each transcript is to include a title page indicating:

- (a) court name;
- (b) district;
- (c) case name;
- (d) civil or criminal docket case number;
- (e) name and title of judge or other judicial officer presiding;
- (f) type of proceeding;
- (g) date and time of proceeding;
- (h) volume number (if multi-volume);
- (i) name and address of each attorney and name of party represented;
- (j) whether a jury was present;
- (k) court reporter's name, address, and telephone number, if steno based;
- (l) audio operator's name, plus name, address, and telephone number of transcription company, if electronic sound recording equipment based;
- (m) method by which the proceedings were recorded; and
- (n) method by which the transcript was produced.
- (o) Examples of this statement include the following:
 - (1) Proceedings recorded by mechanical stenography, transcript produced by note reading.
 - (2) Proceedings recorded by mechanical stenography, transcript produced by computer-aided transcription.
 - (3) Proceedings recorded by shorthand/stenomask, transcript produced from dictation.
 - (4) Proceedings recorded by electronic sound recording, transcript produced by transcription service.

§ 520.43.20 Record of Appearance

Beginning on the title page, the court reporter is to include the complete record of appearances.

§ 520.43.30 Cost

The court reporter may charge for the title page as a full page of transcript.

§ 520.46 Indexes

Each volume is to contain an index that is to be numbered. It is preferable to have the index at the end. The court reporter may charge for the index page as a full page of transcript.

§ 520.46.10 Requirement

- (a) The index must indicate the pages at which each of the following begins:
 - DIRECT EXAMINATION,
 - CROSS EXAMINATION,
 - REDIRECT EXAMINATION,
 - RECROSS EXAMINATION,
 - FURTHER DIRECT EXAMINATION, and
 - RECALL OF EACH WITNESS.
- (b) The index must also indicate on behalf of whom the witness or witnesses were called, such as:
 - PLAINTIFF'S WITNESSES,
 - WITNESSES FOR THE GOVERNMENT,
 - DEFENDANT'S WITNESSES, and
 - WITNESSES FOR THE DEFENSE
- (c) A separate table in the index must indicate the page at which any exhibit was marked for identification and received in evidence.

§ 520.46.20 Master Index for Longer Transcripts

In a protracted case (i.e., a transcript of one thousand pages or more) in addition to the individual index, there may be a master index in a separate volume that compiles all of the individual indexes.

§ 520.46.30 Keyword Index

- (a) A keyword index provides an index of key words in the transcript and corresponding page number(s) in which the words appear.
- (b) A keyword index may be charged at the applicable page rate.
- (c) If the keyword index is provided on electronic media, no additional charge is permitted for the cost of the electronic media itself.

§ 520.50 Numbering

§ 520.50.10 Pages

- (a) The pages of the transcript are to be numbered in a single series of consecutive numbers for each proceeding, regardless of the number of days involved.
- (b) The court reporter must place the page number at the top right corner of the page flush with the right margin above the first line of transcription.
- (c) The page number does not count as a line of transcript.
- (d) The pagination of the transcript of the further proceedings in the same matter must follow consecutively the pagination of earlier proceedings, unless the presiding official directs otherwise.

§ 520.50.20 Multi-Volumes Transcripts

Multi-volume transcripts must be numbered in either of the following ways:

- (a) Each volume of transcript must be numbered consecutively. One volume of transcript should be at least equal to one day of court proceedings.
- (b) Pages may be numbered consecutively for each volume of transcript, with the cover page of each volume designated page 1. Using this method, page numbers will begin with a volume number followed by the page number.

Examples:

- 1-14 (Volume 1, page 14)
- 2-54 (Volume 2, page 54)

- (c) If preferred, the pages may be numbered consecutively for an entire multiple-volume transcript.

Examples:

- 56 (Volume 1, page 56)
- 521 (Volume 3, page 521)

§ 520.53 Cover

The court reporter is to cover at no charge the original and each copy of transcript with front and back covers of good quality, consisting of white or colored 140 pound index

paper, #1 sulphite paper, heavy weight transparent plastic, or similar material as the court approves.

§ 520.56 Punched Holes

If the court reporter punches transcript with three holes in the left margin, the holes are to be 4-1/4" center to center, with the middle hole centered in the page.

§ 520.60 Fastener

The court reporter is to secure the transcript for each proceeding separately with a suitable fastener of permanent nature.

§ 520.63 Certification

§ 520.63.10 Requirement

- (a) The court reporter or transcriber is to authenticate the original transcript and each copy with a certification on the last page.
- (b) The certification is to appear on the last page of each volume of transcript. If more than one court reporter or transcriber is involved in the production of the transcript being certified, then the certifications of each court reporter or transcriber involved are required at the end of each volume. **(Note:** The contents of the title page should not be repeated as part of the certification.)
- (c) A rubber stamp with the certifications may be used to save time and space. A sample certification is provided in [§ 520.63.30](#).

§ 520.63.20 Court Reporter's Charge for Certification

- (a) If the court reporter places the certification on a separate page from any transcript text, then the court reporter may NOT charge for the certification page.
- (b) If the court reporter includes the certification on the last page of a transcript that contains actual transcript text, the court reporter can charge for that page of text.

§ 520.63.30 Certification Examples

- (a) Stenography/Stenomask

"I (we) certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter."

Signature of Court Reporter/Transcriber

Date

Typed or Printed Name

(b) Transcriber's Certification for Another's Notes

"I (we) certify that the foregoing is a true and correct transcript, to the best of my ability, of the above pages, of the stenographic notes provided to me by the _____ [court name], of the proceedings taken on the date and time previously stated in the above matter. I (we) further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which this hearing was taken, and further that I am not financially nor otherwise interested in the outcome of the action."

Signature of Transcriber

Date

Typed or Printed Name

(c) Electronic Sound Recording

"I (we), court-approved transcriber(s), certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter."

Signature of Approved Transcriber

Date

Typed or Printed Name

(d) Redacted Transcripts

At the end of the redacted transcript, and without causing a "page roll-over" (a smaller font may be used) the redacted transcript must be certified by the court reporter/transcriber stating:

"I (we) certify that the foregoing is a true and correct copy of the transcript originally filed with the clerk of court on day/month/year and incorporating redactions of personal identifiers requested by the following attorneys of record: _____, in accordance with Judicial Conference policy."

Redacted characters appear as an “x” (or a black box) in the transcript.”

Signature of Approved Transcriber

Date

Typed or Printed Name

§ 520.66 Copies

- (a) Transcript copies may be reproduced by any method of reproduction which produces black text on single-sided white paper.
- (b) There may be no markings on the original or copies that would hinder the clear reproduction by mechanical means by any court official or party.

§ 520.70 Redaction

- (a) There are various software programs that are available to assist court reporters and transcribers in the redaction process. The use of these programs is permissible, as long as page and line integrity remain intact.
- (b) If a court reporter does not have access to such a program, the court reporter may also manually redact. Whatever method is used to redact, page and line integrity must be maintained from the original transcript to the redacted transcript.

§ 520.70.10 Manual Redaction

To manually redact, the court reporter/transcriber must place an “x” in the space of each redacted character. Manual redactions must have the same number of x’s as characters deleted to preserve page and line numbers of transcripts.

§ 520.70.20 Title Page

The title page of the transcript must indicate that it is a redacted transcript immediately below the case caption and before the Volume number and the name and title of the Judge. A notation of “REDACTED TRANSCRIPT” must be inserted on a blank line, and the addition of this text may not change the length of the title page.

§ 520.70.30 Charge for Redacted Transcripts

The Judicial Conference has not authorized an additional fee that the court reporter or transcriber can charge for providing redacted transcripts to the court for the electronic records of the court.

§ 530 Fees

§ 530.10 Authority

- (a) Under [28 U.S.C. § 753\(f\)](#), each court reporter may charge and collect fees for transcripts requested by the parties, including the United States, at rates prescribed by the court subject to the approval of the Judicial Conference. [JCUS-MAR 1980](#), pp. 17-18. **See:** [Current maximum transcript rates](#) on JNet's Court Reporting page.
- (b) Each district court must adopt a schedule of transcript fees for court reporters and transcribers, subject to maximum rates established by the Judicial Conference.
 - (1) The Conference has established several transcript categories (**see:** [§ 510.17](#)) based on delivery times and whether the transcript is certified or a realtime translation and has set a maximum rate for each.
 - (2) The parties, court reporter, transcriber, and the court may not negotiate a higher rate without Judicial Conference approval; however, in exceptional circumstances the Director of the AO may authorize higher original transcript rates for official court reporters (**see:** [§ 530.40](#)). [JCUS-MAR 1981](#), pp. 7-8.
 - (3) Fees may be negotiated lower than the court approved rates. In setting the transcript rates to be charged by the court reporters in each area, the district court may look to comparable services rendered in the state courts and consider setting the transcript rates in their courts to coincide with any lower comparable state rate.

§ 530.15 Scope

The maximum rates adopted by the Judicial Conference are the maximum rates that can be charged by:

- official court reporters,
- temporary court reporters,
- combined-position court reporters,
- contract court reporters,
- substitute court reporters, and
- transcribers.

§ 530.25 Notification of Fees

- (a) For the public to be aware of the maximum transcript fees to be charged, a schedule of the prescribed fees is to be posted prominently in the clerk's office. [JCUS-MAR 1982](#), p. 9.
- (b) Courts should instruct clerks of court to notify members of the bar of the fee rates and format regulations established by the Judicial Conference and the procedure for addressing issues regarding fees charged.

§ 530.26 Prepayment

Court reporters or transcribers may require prepayment of fees before beginning transcript preparation, except they may not require prepayment by the United States government.

§ 530.27 Temporary Retention of Transcript Deposits by Clerk of Court

The clerk of court may receive and hold transcript fee prepayments as an incentive to the court reporter to fulfill transcript orders on time; and further, the court has the discretion to make this "escrow" arrangement standard practice for all transcript fees. [28 U.S.C. § 753](#). [JCUS-MAR 1982](#), pp. 8-12. Memorandum, AO's Office of the General Counsel, Feb. 20, 2003.

§ 530.30 Judge Ordered Transcripts

§ 530.30.10 Official Court Reporters

- (a) Title [28 U.S.C. § 753\(b\)](#) establishes the duties and responsibilities of official court reporters, including the responsibility to provide certified transcripts without charge to a requesting judge.
- (b) Providing a transcript to a judge is considered part of an official court reporter's assigned duties and responsibilities. The official court reporter is paid an annual salary and only one original transcript can be produced. All subsequent orders for the same transcript are copies for which the lower fee would apply. The Judicial Conference transcript fee policy makes explicit that official court reporters may charge only copy fees for transcripts provided to parties when the original transcript was produced at the request of a judge. [JCUS-MAR 2009](#), pp. 28-29. **See:** [§ 510.20 \(Transcripts to the Court\)](#).

§ 530.30.20 Contract Court Reporters

- (a) The relevant provisions of the contract govern payment of transcript prepared for a judge. Contract court reporters, based on the terms of the

contract, are not subject to the requirement to provide original transcripts at no charge to a district or magistrate judge.

- (b) Contract court reporters' attendance fees cover only the time they spend in court. Therefore, the Comptroller General allowed payment to contract court reporters for transcripts produced when ordered by a judge of the court. **See:** [Comptroller General Decision B-77066 \(July 13, 1948\)](#).

§ 530.30.30 Land Commission Proceedings

- (a) Official court reporters are not entitled to payment in addition to their salaries for providing transcripts of land commission proceedings to judges or to land commissioners appointed by judges in land condemnation cases.
- (b) Accordingly, neither the Department of Justice nor the AO may pay for such transcripts from their appropriations. However, contract court reporters are entitled to payment when such transcript is ordered by the court. **See:** [Comptroller General Decision B-184875 \(June 11, 1976\)](#).

§ 530.40 Justifying Higher Rates

The Judicial Conference authorized the Director of the AO to increase transcript rates for original transcripts only (not copies or realtime translation) by no more than 20 percent of the existing maximum rate when, in the Director's judgment, a district court justifies such an increase. [JCUS-MAR 1981](#), pp. 7-8.

§ 530.40.20 Procedure for Requesting Higher Rates

- (a) Court
 - (1) The chief judge of the district court must submit an analysis to the Director of the AO supporting:
 - the rate the court is requesting;
 - the types of transcript under consideration (30-day (ordinary), 14-day, 7-day (expedited), 3-day, next-day (daily), and/or 2-hour (hourly)); and
 - the impact on total and net income derived by official court reporters based on annual average transcript production.
 - (2) The analysis must include a justification based on the following information:

- (A) A comparison of transcript fees corresponding to 30-day (ordinary), 14-day, 7-day (expedited), 3-day, next-day (daily), and 2-hour (hourly) transcript categories of court reporters in the local or state courts.
 - (B) State and Local Court Reporter Compensation
 - (i) A comparison of total compensation of court reporters in the local or state courts including:
 - salary,
 - benefits,
 - private work,
 - transcript income, and
 - net income from official transcript sales.
 - (ii) The policies of the local and state courts that affect total compensation for court reporter work should be identified, including salary schedules, benefits, work hours, transcript format and whether transcript production is subsidized or supported by the purchase of equipment or supplies.
 - (C) Using [Form AO 40A \(Attendance and Transcripts of United States Court Reporters\)](#) and [Form AO 40B \(Statement of Earnings of United States Court Reporters\)](#) reports, an analysis of total income of official court reporters from salary, transcript sales, private work, and in-court hours of service over a three to five year period.
- (b) The AO will:
- (1) compare the salary, transcript income, and margins of profit of the district's official court reporters by using official court reporter statements of earnings, to those of other court reporters in other federal courts and nationally;
 - (2) evaluate the official court reporter turnover; and
 - (3) notify the chief judge whether the increase is justified and, if justified, the effective date of the rate change.

§ 530.50 Descriptions of Fees for Services	
Item	Description
(a) Transcript Production	The fees cover all costs of transcript production.
(b) Original Fee	For any given proceeding/date there can only be one original charge. All other transcripts of the same proceeding must be at the copy rates. The original fee rate may not be charged to parties who order a transcript that was already produced at the request of a judge.
(c) 14-Day, 7-Day (expedited), 3-Day, next-day (daily), and 2-Hour (hourly) Transcripts	In the case of 14-day, 7-day (expedited), 3-day, next-day (daily), and 2-hour (hourly) transcripts, the approved fees are to cover all costs of transcript production, including payments to extra court reporters, typists, and transcribers to help produce the transcript.
(d) Copy Fee	A copy fee is charged if the party orders and receives a copy.
(e) Fee for Sale of Transcript on Electronic Media	The rates allowed for electronic media transcripts are the same as those allowed for paper transcripts whether they represent originals, first copies, or additional copies. No additional charge is permitted for the cost of the electronic media.
(f) Compressed Transcripts	The maximum per page rate for each compressed original or copy of a transcript is the same as that for a full-size transcript.
(g) Realtime Feed	For realtime translation services, a rate is charged per page by the certified realtime court reporter.

For fee calculation examples, **see:** JNet's [Fee Calculation Examples](#) page.

§ 530.55 Items for Which No Fee May Be Charged	
Item	Description
(a) Transcript Copy filed with the Court	No fee may be charged for any transcript provided to the clerk of court as the court's copy. See: Guide, Vol. 6, § 290.20.20(b) .
(b) Judge's Copy	A judge-ordered copy is not the same as the certified copy delivered to the clerk for the records of the court. The official court reporter may not charge a party, including the government, for any certified transcript provided to a judge regardless of the existence of an order so granting. See: § 530.30 .

§ 530.55 Items for Which No Fee May Be Charged	
Item	Description
(c) Viewing the Record by a Party	A transcript on file in the clerk's office may be examined without charge to a party or other member of the public. See: Guide, Vol. 6, § 290.20.30(e) .
(d) Postage	Postage costs are considered an ordinary business expense; therefore, the court reporter or transcriber may not charge for ordinary postage. However, when the party requests expedited delivery, the court reporter or transcriber may bill the party for the difference between ordinary postage cost and the cost for expedited delivery. See: Guide, Vol. 6, § 260.50.20 .
(e) Keyword Indexes	The index pages may be billed at the page rate, but no charge is permitted in addition to the normal page rates for keyword indexing services. See: § 520.46.30 .
(f) Cover	The cover is a required part of the transcript and the court reporter may not charge extra for the transcript cover. See: § 520.53 .
(g) Certification	The certification is a required part of the transcript and the court reporter may not charge extra for the certification. See: § 520.63 .
(h) Canceled Orders	When a transcript order is canceled, only the pages produced may be charged. There is no charge for pages not produced. If a deposit was received and no pages were produced before the cancellation, the full deposit must be returned to the party. Any pages that were produced must be provided to the ordering party and a certified transcript filed with the clerk of court.
(i) Credit Card Fees, Service Fees, or Late Charges	Credit card fees accrued by a court reporter or transcriber who accepts payment via credit card may not be charged to the ordering parties. Additionally, no other service fees, convenience fees, or late payment penalties may be charged to the ordering parties.

§ 530.60 Permissible Extra Fees

§ 530.60.10 Subsistence Cost for Court Reporters

- (a) In areas where the official court reporter may need to hire contract court reporters from outside the community area to help produce 14-day, 7-day (expedited), 3-day, next-day (daily), or 2-hour (hourly) transcripts, the official court reporter may bill the requesting party for the subsistence costs of other court reporters or auxiliary personnel. [JCUS-MAR 1981](#), p. 8.

- (b) These costs are authorized up to the amount of travel subsistence that a government employee may be reimbursed for the same travel. **See:** [Guide, Vol. 19, Ch. 4 \(Judiciary Staff Travel Regulations\)](#).
- (c) Compensation for auxiliary personnel as an attendance fee is not billable to the requesting party.

§ 530.60.20 Payments Returned for Insufficient Funds (Bad Check Fees)

- (a) If authorized by the court, the official court reporter may request the ordering party to reimburse the penalties associated with payment returned for insufficient funds from the ordering party.
- (b) If the official court reporter is not approved to seek reimbursement or is not able to retrieve reimbursement from the ordering party, the official court reporter should list the fee as an expense on his or her AO 40B form.

§ 530.63 Realtime Translation

For guidance on compensation for realtime translation, **see:** [Guide, Vol. 6, § 320.70.60 \(Compensation for Realtime Reporting Services\)](#).

§ 530.65 Transcripts in CJA Cases

Transcripts provided for parties proceeding under the CJA and to parties allowed to proceed in forma pauperis are to be paid from funds appropriated for those purposes. For complete guidance, **see:** [§ 550 \(Criminal Justice Act \(CJA\)\)](#).

§ 530.70 Transcripts for Cases on Appeal

- (a) The appellant is responsible for ordering the transcript and paying the court reporter for the cost of the transcript. If the court of appeals requests that additional transcript pages be submitted, it is the responsibility of the parties to order and pay the court reporter or transcriber for such transcript. [Rule 10, Federal Rules of Appellate Procedure](#).
- (b) No additional fee is charged to the party if the copy from the clerk's records is forwarded as part of the record on appeal. [JCUS-SEP 1983](#), p. 51.

§ 530.70.60 Fees for Transcripts to Be Paid by Parties

- (a) Cases Covered
 - (1) Appeals to a Circuit from a District Court

- (A) Transcripts for appealed cases must be delivered within 30 days from the date ordered or from the date satisfactory arrangements for payment have been made.
- (B) If the customary practice of the court reporter is not to require prepayment, the 30-day period begins upon acceptance of the transcript order by the court reporter.

(2) Appeals from a Magistrate Judge to a District Judge

A transcript in a case on appeal from a magistrate judge to a district judge should be paid for in the same manner as an appeal from the district court to the court of appeals.

(b) Late Delivery of Transcripts

(1) Penalties

- (A) Each circuit council decides the due dates for the delivery of transcripts and the amount of penalties to be applied when such dates are not met. Therefore, court reporters and transcribers may not charge the full fee if they do not produce an appellate transcript within the time limits required by the circuit councils.
- (B) Additionally, the district courts or circuit councils may impose other penalties, including requiring the court reporter to compensate a courtroom substitute while the court reporter prepares the overdue transcripts. **See:** [Guide, Vol. 6, § 410.20\(c\) \(Judge Appointed \(Involuntary\) Use of Substitute Reporter\)](#).

(2) Waiver by Clerk of the Court of Appeals

- (A) The clerk of the court of appeals should grant exceptions to the fee reductions sparingly. Only the clerk of the court of appeals may waive this requirement for good cause. Otherwise, the fee reduction must be given.
- (B) Approval of an extension by the court of appeals under [Fed. R. App. P. 11\(b\)](#) does not constitute a waiver of the fee reduction by the clerk of the court of appeals.
- (C) A waiver must be granted separate and apart from the request for an extension of time by the court reporter or transcriber.

(3) Monitoring by Supervisor

The court reporting supervisor must monitor fees and transcript delivery to determine the court reporter's compliance with any required fee reduction.

(4) Overcharging

If overcharges occur by virtue of a late delivery, the court reporter or transcriber must refund the overcharges to the ordering party.

See: [JCUS-MAR 1982](#), p. 10.

§ 530.75 Fees for Transcripts to Be Paid by the United States

- (a) In Forma Pauperis In appeal cases in forma pauperis in which the transcript is furnished at government expense, the Director of the AO is instructed to authorize payment for as many copies as are required to perfect the appeal by the rules of court. [JCUS-OCT 1946](#), p. 12.

(b) Applicable Cases

- (1) Transcripts for appeals to a circuit from the district court may only be paid for under one of the following categories:

- (A) Court reporters may be paid under the Budget Object Code (BOC) 2532 general authorization for transcripts provided in civil proceedings to persons permitted to appeal in forma pauperis if the trial judge or circuit judge certifies that the:

- suit or appeal is not frivolous, and
- transcript is needed to decide the issue presented by suit or appeal.

- (B) Court reporters may be paid under the CJA for transcripts for persons proceeding under the CJA, including transcripts for habeas corpus proceedings, and transcripts for proceedings brought under [28 U.S.C. § 2255](#).

See: [§ 550 \(Criminal Justice Act \(CJA\)\)](#) and [BOC 2532](#).

- (2) Appeals to a District Court from the Bankruptcy Court

- (A) The Court Reporters Act, [28 U.S.C. § 753\(f\)](#), provides that the U.S. Government will pay for transcripts on appeal when the party requesting the transcript has been granted in forma pauperis status under [28 U.S.C. § 1915](#), and the trial judge

or a circuit judge has certified that the appeal is not frivolous but presents a substantial question.

- (B) This is the same determination that is made in the course of an appeal in a civil case before the district court.

(3) Special Master Proceedings

The United States may pay fees for transcripts of proceedings before a special master on behalf of an indigent who meets the requirements of [28 U.S.C. § 1915](#), if the order appointing the master provides for the preservation and filing of a record in any evidentiary hearing (**see:** [Rule 53\(b\)\(2\)\(C\) of the Rules of Civil Procedure](#)), and the proceedings of the special master are being reviewed by a district judge.

(4) Proceedings Before a Magistrate Judge

A transcript of oral hearings before a magistrate judge under [28 U.S.C. § 636\(b\)](#) on motions for summary judgment, with a report and recommendation to be provided to the judge, falls within the purview of [28 U.S.C. § 636\(b\)\(1\)\(B\)](#); therefore, when the transcript is required by the district court, the United States may pay the cost of preparing such transcript of an indigent litigant who meets the requirements of [28 U.S.C. § 1915\(b\)\(2\)](#).

(5) Transcripts That May Be Paid From Court's Non-Appropriated Fund

If a litigant has met the requirements to proceed in forma pauperis under [28 U.S.C. § 1915](#), in situations where appropriated funds are not authorized for transcript payment (such as a transcript for an in forma pauperis litigant who is not proceeding on appeal), and a transcript is deemed necessary, the court may authorize payment from the court's non-appropriated fund.

(6) Transcripts Provided under the Criminal Justice Act ([18 U.S.C. § 3006A](#), [28 U.S.C. § 2255](#), and *Habeas Corpus*)

- (A) [Form CJA 24 \(Authorization and Voucher for Payment of Transcript\)](#) is used by court reporters or transcribers to obtain payment for transcripts ordered under the CJA, except for transcripts ordered by the federal public or community defenders.
- (B) Transcripts required by federal public or community defenders should be ordered by means of a [Form AO 435](#)

[\(Transcript Order\)](#) or equivalent document. Court reporters should bill the federal public defender office via a completed Form AO 44. Once the AO 44 invoice is processed by the federal public defender office a Form SF 1034 is generated as part of the payment process.

- (C) Only transcripts ordered on a Form CJA 24 require prior judicial approval. Payments to court reporters are subject to audit by the Administrative Office. **See:** [§ 550 \(Criminal Justice Act \(CJA\)\)](#).

- (c) Accepting Invoices with Annotated Information in Lieu of [Form SF 1034 \(Public Voucher for Purchases and Services Other than Personal\)](#)

Typically, the SF 1034 is the document used to authorize payment of fees for transcripts paid by the United States. In the case of transcript billing/payment, an annotated invoice may be used in lieu of the SF 1034, but the invoice must provide specific information as described below.

- (1) A general authorization has been provided to each court for transcripts which are required by the court from contract reporters or provided to parties proceeding in forma pauperis on appeal in non-CJA cases, without prior approval of the AO regardless of the cost of the transcript order.
- (A) Funding information will be disseminated to each court at the beginning of every fiscal year in the Allotment Guidelines for General Authorizations.
- (B) The transcript rate, which may not exceed the maximum rates approved by the Judicial Conference, must be stated.
- (C) All payments must be made in compliance with the transcript payment regulations outlined in this chapter. The invoice used in lieu of [Form SF 1034](#) must include the:
- case number;
 - case name;
 - date of proceeding(s) transcribed; and
 - page rate.

- (2) Court-Ordered Transcript

If the transcript is court ordered from a contract court reporter, the invoice must state the name and title of the judicial official who

ordered the transcript, in addition to the information required in § 530.75(c)(1).

(3) In Forma Pauperis

If the transcript is for a party proceeding in forma pauperis in civil cases on appeal, or for a party proceeding in forma pauperis in any civil or criminal case before a United States magistrate judge conducted under [28 U.S.C. § 636\(b\)](#) or [18 U.S.C. § 3401\(b\)](#), and is required by the district court, the following are required, in addition to the information identified in § 530.75(c)(1):

(A) Certified Copy of Court Order

The invoice (or [Form SF 1034](#)) must be supported by a certified order of the court authorizing the party to proceed in forma pauperis and to receive the transcript at the expense of the United States.

(B) Certification

- (i) In cases appealed to a court of appeals, there must be attached to the invoice (or [Form SF 1034](#)), a certification by the trial judge, or an appellate judge that “the appeal is not frivolous but presents a substantial question.” This is not required for matters on appeal to the district judge from a magistrate judge.
- (ii) In a direct appeal in a case in which counsel is assigned under the CJA, neither the CJA nor [28 U.S.C. § 753\(f\)](#) requires the signing of a pauper’s oath or certification by the Court that the appeal is not frivolous in order to obtain a transcript. **See:** [Guide, Vol. 7A, § 320.30.10\(b\)](#).

(C) Civil Actions on Appeal

In the instance of civil actions on appeal (other than habeas corpus or § 2255), the invoice (or alternative [Form SF 1034](#)) must include all items (A) and (B) above and:

- (i) Type of civil appeal (e.g., civil rights, prisoner’s petition, private party)

- (ii) Number of copies chargeable to the federal judiciary and the distribution of such copies

(D) Condemnation Hearings and Proceedings

In addition to § 530.75(c)(1) above, in the instances of condemnation hearings and proceedings required by [28 U.S.C. § 753](#), the invoice (or [Form SF 1034](#)) must be supported by:

- (i) a certified copy of the court order allowing the transcript and specifying the number of copies to be furnished, and
- (ii) the number of copies chargeable to the federal judiciary and the distribution of such copies.

(E) Transcripts from State Court Proceedings Ordered by a Judicial Officer

Transcript fees for state court proceedings which have been ordered by federal judicial officers can be paid by appropriated funds upon receipt of an invoice from the court reporter or transcriber with verification of the request by the court.

(d) Filing the Invoice or Form SF 1034

Official court reporters may submit an invoice or the SF 1034 to receive payment. Contract court reporters must submit an invoice.

- (1) The original and first copy of the invoice or SF1034 must be submitted to the clerk of court or designated approving official.
- (2) The second copy should be retained in the court reporter's files.

(e) Payment

- (1) For guidance on payment of vouchers, **see:** [Guide, Vol. 13, § 420](#). Payments may not be made in advance of the rendering of services. **See:** [Guide, Vol. 13, § 430\(c\)](#).

(2) Payment Terms and Conditions for Contract Court Reporters

(A) Terms of Contract and Maximum Fee Rates

All fees for contract court reporters are set by the terms of a [contract](#), subject to the [maximum fee rates](#) established by the Judicial Conference.

(B) Transcripts Ordered by the Court

- (i) The “Terms and Conditions” for the [contract court reporter](#) mandate that the court pay for an original transcript when ordered by the district or bankruptcy court and, with proper documentation, for a transcript ordered by a party proceeding in forma pauperis on appeal.
- (ii) Courts may not pay for a transcript ordered by and furnished to a party not proceeding in forma pauperis on appeal. **See:** [§ 510.25](#).

§ 530.85 Electronic Sound Recording Files

Upon request, the court may reproduce audio recordings of court proceedings on its own duplicating equipment or on commercial equipment and may sell copies of electronic sound recording files made as the official record to the public at the prevailing rate prescribed by the [District Court Miscellaneous Fee Schedule](#) or [Bankruptcy Court Miscellaneous Fee Schedule](#), as appropriate. **See:** [JCUS-MAR 2007](#), p.12.

§ 530.90 Certification of Transcript Rates

- (a) The court reporter is required to certify on each invoice that the fee charged, and the page format used conform to the regulations of the Judicial Conference. [JCUS-MAR 1982](#), p. 9.
- (b) [Form AO 44 \(Invoice\)](#), contains the following certification that the court reporter must sign:

“I certify that the transcript fees charged, and page format used comply with the requirements of this court and the Judicial Conference of the United States.”

§ 530.95 Overcharging for Transcripts

- (a) Judicial Conference Policy

Each court may be directed to take any necessary action including, but not limited to, dismissal of the court reporter or restitution of overcharges, whether they arise out of a violation of page rates, page format, or time limits for delivery. [JCUS-MAR 1982](#), p. 9.

(b) Refunding

In the case of mistakes or failure to comply with the maximum rates established by the Judicial Conference and the district court, court reporters or transcribers must refund over-billings to the ordering party.

(c) Sanction

- (1) Court reporters who intentionally overcharge should be terminated.
- (2) Courts are advised to discontinue using transcription services which intentionally overcharge.

§ 540 Transcripts for Cases on Appeal

Cases appealed to the United States courts of appeals require the timely transmission of the record from the lower court. A transcript of the proceedings normally is a required part of the record to be transmitted to the court of appeals. **See:** [§ 530.70 \(Transcripts for Cases on Appeals\)](#).

§ 540.20 Federal Rules of Appellate Procedure

§ 540.20.10 [Rule 10, Federal Rules of Appellate Procedure \(The Record on Appeal\)](#)

Rule 10 provides guidance on the record on appeal, including:

- composition of the record on appeal;
- transcript of proceedings;
- statement of the evidence when the proceedings were not recorded or when a transcript is unavailable;
- agreed statement as the record on appeal; and
- correction or modification of the record.

§ 540.20.20 [Rule 11, Federal Rules of Appellate Procedure \(Forwarding the Record\)](#)

Rule 11 provides guidance on forwarding the record, including:

- appellant's duty;
- duties of court reporter and district clerk;
- retaining the record temporarily in the district court for use in preparing the appeal;
- retaining the record by court order;
- retaining parts of the record in the district court by stipulation of the parties; and
- record for a preliminary motion in the court of appeals.

§ 540.40 Required Forms

Court reporters must complete and submit the designated transcript order form used by their court/circuit indicating acceptance of the order as may be required by the court of appeals. Some courts are using the nationally supported Transcript Order form. **See:** [Form AO 435 \(Transcript Order\)](#).

§ 540.50 Full Transcript Not Required for Criminal Appeals

All counsel should be required to exhaust all efforts to perfect appeals without full trial transcripts, by use of such traditional devices as preparation of limited transcripts, and preparation of an agreed statement or other summary of the evidence. [JCUS-OCT 1971](#), pp. 61-62.

§ 550 Criminal Justice Act (CJA)

Court reporters are to be paid for transcripts provided to parties proceeding under the CJA and to parties allowed to appeal in forma pauperis in civil cases from separate funds appropriated for those purposes at rates not to exceed those established by the Judicial Conference. [18 U.S.C. § 3006A\(d\)\(1\)](#), [28 U.S.C. § 753\(f\)](#), [28 U.S.C. § 1915\(c\)](#).

§ 550.40 CJA-Funded Transcripts

See: [Form CJA 24 \(Authorization and Voucher for Payment of Transcript\)](#).

§ 550.40.10 Requisition for Payment by Panel Attorneys

See: [Guide, Vol. 7A, § 320.30.10 \(Authorization and Payment\)](#).

§ 550.40.20 Prohibition on Routine Apportionment of Accelerated Transcript Costs

See: [Guide, Vol. 7A, § 320.30.20 \(Accelerated Transcript Costs\)](#).

§ 550.40.30 Transcripts in Multi-Defendant Cases

- (a) In multi-defendant cases involving CJA defendants, no more than one certified transcript should be purchased from the court reporter on behalf of CJA defendants.
 - (1) CJA multi-defendant transcript orders may be requested in electronic format to simplify making multiple copies.
 - (2) Alternatively, one of the CJA counsel or the clerk of court should arrange for the duplication, at commercially competitive rates, of enough copies of the transcript for each of the CJA defendants for whom a transcript has been approved.

- (3) The cost of such duplication will be charged to the CJA appropriation.
 - (4) A court reporter could also furnish duplication services at the commercially competitive rate. [JCUS-SEP 1987](#), p. 95. **See:** [Guide, Vol. 7A, § 320.30.30 \(Commercial Duplication in Multi-Defendant Cases\)](#).
 - (5) The guidance in this section is applicable whether the copy is ordered by a panel attorney, federal public defender, community defender, or other individual allowed to order under the CJA.
- (b) Courts may want to obtain price quotations from copy services (at least three where feasible) to determine the commercially competitive rate for each court location.
- (1) The AO estimates that 10 cents per page would be a maximum copy rate, with such rate often lower and rarely higher.
 - (2) Commercial rates should be monitored by the court on a periodic basis to ensure accuracy and compliance with the guideline.
- (c) This policy also applies where more than one transcript is ordered on behalf of a single party under the CJA. An example would be where a party under the CJA orders both an electronic media copy and a paper copy. In this example, the court reporter may charge the certified transcript rate (whether the transcript represents the original or a copy) for the electronic media transcript. The paper copy may be charged at the commercially competitive rate (estimated to be 10 cents per page).

§ 550.50 Procedures for Payments

§ 550.50.20 Pro Se Defendants

Vouchers for transcripts ordered by CJA-eligible pro se defendants will be processed and paid from the current fiscal year of the date the payment is processed, without regard to the date ordered.

§ 550.50.30 [Form CJA 24 \(Authorization and Voucher for Payment of Transcript\)](#)

(a) Panel Attorneys

Invoices for transcripts ordered by panel attorneys are paid from the current fiscal year of the date the payment is processed, without regard to the date ordered. Requests for payments must be supported on [Form CJA 24 \(Authorization and Voucher for Payment of Transcript\)](#), approved by a judicial officer.

(b) Purpose of Form

This form is used by court reporters or transcribers to obtain payment for transcripts ordered under the CJA by panel attorneys, a retained attorney whose client is unable to afford the cost of transcript service, a person who qualifies for representation under the CJA but who has chosen to proceed pro se, or an attorney from a legal organization (bar association, legal aid agency, or community defender organization not receiving a periodic sustaining grant under the CJA), but not for transcripts ordered by federal public or community defenders.

Note: Transcripts required by federal public or community defenders will be paid by means of a [Form AO 435 \(Transcript Order\)](#) or equivalent document. Court reporters should bill the federal public defender office via a completed Form AO 44. Once the AO 44 invoice is processed by the federal public defender office a Form SF 1034 is generated as part of the payment process. **See:** [§ 530.75\(b\)\(6\) \(Fees for Transcripts to Be Paid by the United States\)](#).

(c) Expenses Included in Payment for Transcript Produced

In addition to the transcript cost, the court reporter is to be reimbursed for the following expenses for which receipts must be attached to the form.

- (1) Travel and subsistence of assistants who aid in the preparation of next-day (daily) or 2-hour (hourly) transcript, if authorized in advance by the district judge or magistrate judge.
- (2) Extraordinary delivery costs, such as courier services or express mail. Regular postage is not to be claimed.

§ 550.50.40 [Form SF 1034 \(Public Voucher for Purchases and Services Other than Personal\)](#)

(a) Purpose of Form

Form SF 1034 can be used by court reporters to obtain payment of transcripts furnished to federal public defenders and persons proceeding in forma pauperis in civil cases on appeal, and for proceedings before a United States magistrate judge in any civil or criminal case if such transcript is required by the district court, in the case of proceedings conducted under [28 U.S.C. § 636\(b\)](#) or [18 U.S.C. § 3401\(b\)](#). Contract court reporters must submit an invoice.

(b) Federal Public Defenders

(1) Transcripts are paid from the current fiscal year when the transcript is ordered and are vouchered on Form SF 1034 or equivalent, which is paid by the district court.

(2) Judicial approval is not required.

Note: Form CJA 24 is no longer used for transcripts ordered by FPDOs.

(c) Community Defenders

(1) Transcripts are paid directly by the Community Defender Offices from grant funds.

(2) Judicial approval is not required; therefore, payment requests should not be submitted to the district court. **See:** [Guide, Vol. 7A, § 430.10 \(Payment for Transcripts\)](#).

§ 550.50.50 CJA Panel Attorney Payment System

The Criminal Justice Act Panel Attorney Payment System provides the process for payment of transcripts ordered under CJA, which are processed by the AO for payment by the Department of Treasury, not the district court's disbursing office.

§ 550.60 Depositions

Depositions for Criminal Justice Act attorneys are considered private reporting. **See:** [Guide, Vol. 6, § 430 \(Private Reporting Activities\)](#).

§ 560 Copyright Laws

(a) Transcripts produced from records of proceedings in United States courts are not protected by copyright, whether the transcript was produced by a court employee, a contractor, or a transcriber. Transcripts are in the public domain, and they may be used, reproduced, and sold by attorneys, parties, and the general public without additional compensation to the court reporter, contractor, or transcriber. [17 U.S.C. § 101](#), [§ 105](#), and [§ 506\(c\)](#) and *Samet & Wells, Inc. v. Shalom Toy Co., Inc.*, 429 F. Supp. 895, 901-2 (E.D.N.Y. 1977), *affirmed*, 578 F.2d 1369 (2nd Cir.).

(b) Transcripts provided to ordering parties via electronic media may not contain any protection or programming codes that would prevent copying or transferring the data. [JCUS-SEP 1991](#), p. 65 and [JCUS-SEP 2012](#), p. 26.

- (c) Paper transcripts may not be provided on paper that restricts the secondary photocopying of the transcript. Paper must meet the guidelines established in [§ 520.23](#) and [§ 520.66](#).

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director		Wage Determination No.: 2015-4233 Revision No.: 29 Date Of Last Revision: 04/10/2024
Division of Wage Determinations		

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Pennsylvania

Area: Pennsylvania Counties of Delaware, Philadelphia

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.71
01012 - Accounting Clerk II		20.99
01013 - Accounting Clerk III		23.48
01020 - Administrative Assistant		35.46
01035 - Court Reporter		32.96
01041 - Customer Service Representative I		17.16***
01042 - Customer Service Representative II		18.72
01043 - Customer Service Representative III		21.03
01051 - Data Entry Operator I		17.92
01052 - Data Entry Operator II		19.55
01060 - Dispatcher, Motor Vehicle		23.00
01070 - Document Preparation Clerk		19.15
01090 - Duplicating Machine Operator		19.15
01111 - General Clerk I		17.43
01112 - General Clerk II		19.02
01113 - General Clerk III		21.34

01120 - Housing Referral Assistant	24.90
01141 - Messenger Courier	17.15***
01191 - Order Clerk I	17.36
01192 - Order Clerk II	18.94
01261 - Personnel Assistant (Employment) I	19.22
01262 - Personnel Assistant (Employment) II	21.50
01263 - Personnel Assistant (Employment) III	23.98
01270 - Production Control Clerk	25.02
01290 - Rental Clerk	18.91
01300 - Scheduler, Maintenance	19.96
01311 - Secretary I	19.96
01312 - Secretary II	22.33
01313 - Secretary III	24.90
01320 - Service Order Dispatcher	20.56
01410 - Supply Technician	35.46
01420 - Survey Worker	21.96
01460 - Switchboard Operator/Receptionist	17.50
01531 - Travel Clerk I	19.82
01532 - Travel Clerk II	20.94
01533 - Travel Clerk III	22.51
01611 - Word Processor I	17.49
01612 - Word Processor II	19.63
01613 - Word Processor III	21.96
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.93
05010 - Automotive Electrician	25.33
05040 - Automotive Glass Installer	24.26
05070 - Automotive Worker	24.26
05110 - Mobile Equipment Servicer	22.03
05130 - Motor Equipment Metal Mechanic	26.31
05160 - Motor Equipment Metal Worker	24.26
05190 - Motor Vehicle Mechanic	26.31
05220 - Motor Vehicle Mechanic Helper	20.74
05250 - Motor Vehicle Upholstery Worker	23.21
05280 - Motor Vehicle Wrecker	24.26
05310 - Painter, Automotive	25.33
05340 - Radiator Repair Specialist	24.26
05370 - Tire Repairer	18.02
05400 - Transmission Repair Specialist	26.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.79***
07041 - Cook I	18.22
07042 - Cook II	20.07
07070 - Dishwasher	14.53***
07130 - Food Service Worker	14.70***
07210 - Meat Cutter	21.72
07260 - Waiter/Waitress	15.16***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.60
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.88
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer, Minor	21.21
09130 - Upholsterer	19.43
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	16.30***
11060 - Elevator Operator	16.30***
11090 - Gardener	22.39
11122 - Housekeeping Aide	17.20
11150 - Janitor	17.20
11210 - Laborer, Grounds Maintenance	18.31
11240 - Maid or Houseman	16.32***
11260 - Pruner	16.90***
11270 - Tractor Operator	21.08
11330 - Trail Maintenance Worker	18.31

11360 - Window Cleaner	18.63
12000 - Health Occupations	
12010 - Ambulance Driver	20.39
12011 - Breath Alcohol Technician	27.04
12012 - Certified Occupational Therapist Assistant	30.58
12015 - Certified Physical Therapist Assistant	30.58
12020 - Dental Assistant	23.24
12025 - Dental Hygienist	44.64
12030 - EKG Technician	31.06
12035 - Electroneurodiagnostic Technologist	31.06
12040 - Emergency Medical Technician	20.39
12071 - Licensed Practical Nurse I	24.17
12072 - Licensed Practical Nurse II	27.04
12073 - Licensed Practical Nurse III	30.15
12100 - Medical Assistant	20.91
12130 - Medical Laboratory Technician	30.90
12160 - Medical Record Clerk	21.22
12190 - Medical Record Technician	23.74
12195 - Medical Transcriptionist	21.18
12210 - Nuclear Medicine Technologist	47.74
12221 - Nursing Assistant I	14.28***
12222 - Nursing Assistant II	16.07***
12223 - Nursing Assistant III	17.54
12224 - Nursing Assistant IV	19.68
12235 - Optical Dispenser	21.62
12236 - Optical Technician	19.88
12250 - Pharmacy Technician	18.46
12280 - Phlebotomist	22.54
12305 - Radiologic Technologist	37.69
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	33.65
12313 - Registered Nurse II, Specialist	33.65
12314 - Registered Nurse III	40.71
12315 - Registered Nurse III, Anesthetist	40.71
12316 - Registered Nurse IV	48.80
12317 - Scheduler (Drug and Alcohol Testing)	33.50
12320 - Substance Abuse Treatment Counselor	26.13
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.56
13012 - Exhibits Specialist II	29.19
13013 - Exhibits Specialist III	35.71
13041 - Illustrator I	22.94
13042 - Illustrator II	30.61
13043 - Illustrator III	37.43
13047 - Librarian	33.04
13050 - Library Aide/Clerk	16.83***
13054 - Library Information Technology Systems Administrator	29.84
13058 - Library Technician	20.96
13061 - Media Specialist I	21.53
13062 - Media Specialist II	24.08
13063 - Media Specialist III	26.85
13071 - Photographer I	20.00
13072 - Photographer II	22.37
13073 - Photographer III	27.72
13074 - Photographer IV	33.91
13075 - Photographer V	41.02
13090 - Technical Order Library Clerk	19.49
13110 - Video Teleconference Technician	24.94
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.42
14042 - Computer Operator II	26.19
14043 - Computer Operator III	29.21
14044 - Computer Operator IV	32.45
14045 - Computer Operator V	35.94

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		23.42
14160 - Personal Computer Support Technician		32.45
14170 - System Support Specialist		35.94
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.89
15020 - Aircrew Training Devices Instructor (Rated)		41.01
15030 - Air Crew Training Devices Instructor (Pilot)		49.16
15050 - Computer Based Training Specialist / Instructor		33.89
15060 - Educational Technologist		36.59
15070 - Flight Instructor (Pilot)		49.16
15080 - Graphic Artist		29.40
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		49.16
15086 - Maintenance Test Pilot, Rotary Wing		49.16
15088 - Non-Maintenance Test/Co-Pilot		49.16
15090 - Technical Instructor		27.58
15095 - Technical Instructor/Course Developer		33.72
15110 - Test Proctor		22.25
15120 - Tutor		22.25
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		16.55***
16030 - Counter Attendant		16.55***
16040 - Dry Cleaner		18.92
16070 - Finisher, Flatwork, Machine		16.55***
16090 - Presser, Hand		16.55***
16110 - Presser, Machine, Drycleaning		16.55***
16130 - Presser, Machine, Shirts		16.55***
16160 - Presser, Machine, Wearing Apparel, Laundry		16.55***
16190 - Sewing Machine Operator		19.71
16220 - Tailor		20.50
16250 - Washer, Machine		17.34
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.94
19040 - Tool And Die Maker		30.94
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		23.73
21030 - Material Coordinator		25.02
21040 - Material Expediter		25.02
21050 - Material Handling Laborer		19.30
21071 - Order Filler		17.46
21080 - Production Line Worker (Food Processing)		23.73
21110 - Shipping Packer		20.40
21130 - Shipping/Receiving Clerk		20.40
21140 - Store Worker I		19.07
21150 - Stock Clerk		24.21
21210 - Tools And Parts Attendant		23.73
21410 - Warehouse Specialist		23.73
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		38.46
23019 - Aircraft Logs and Records Technician		32.63
23021 - Aircraft Mechanic I		36.98
23022 - Aircraft Mechanic II		38.46
23023 - Aircraft Mechanic III		39.83
23040 - Aircraft Mechanic Helper		29.16
23050 - Aircraft, Painter		35.61
23060 - Aircraft Servicer		32.63
23070 - Aircraft Survival Flight Equipment Technician		35.61
23080 - Aircraft Worker		34.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		34.11

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	36.98
II	
23110 - Appliance Mechanic	25.05
23120 - Bicycle Repairer	18.27
23125 - Cable Splicer	51.87
23130 - Carpenter, Maintenance	28.93
23140 - Carpet Layer	27.91
23160 - Electrician, Maintenance	34.93
23181 - Electronics Technician Maintenance I	31.86
23182 - Electronics Technician Maintenance II	33.26
23183 - Electronics Technician Maintenance III	34.55
23260 - Fabric Worker	29.13
23290 - Fire Alarm System Mechanic	29.60
23310 - Fire Extinguisher Repairer	27.65
23311 - Fuel Distribution System Mechanic	39.36
23312 - Fuel Distribution System Operator	32.96
23370 - General Maintenance Worker	23.14
23380 - Ground Support Equipment Mechanic	36.98
23381 - Ground Support Equipment Servicer	32.63
23382 - Ground Support Equipment Worker	34.11
23391 - Gunsmith I	27.65
23392 - Gunsmith II	30.45
23393 - Gunsmith III	33.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.45
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.63
23430 - Heavy Equipment Mechanic	29.89
23440 - Heavy Equipment Operator	30.61
23460 - Instrument Mechanic	33.77
23465 - Laboratory/Shelter Mechanic	31.79
23470 - Laborer	19.30
23510 - Locksmith	32.33
23530 - Machinery Maintenance Mechanic	31.11
23550 - Machinist, Maintenance	27.78
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	33.77
23592 - Metrology Technician II	35.09
23593 - Metrology Technician III	36.20
23640 - Millwright	33.86
23710 - Office Appliance Repairer	23.64
23760 - Painter, Maintenance	25.00
23790 - Pipefitter, Maintenance	33.01
23810 - Plumber, Maintenance	31.78
23820 - Pneudraulic Systems Mechanic	33.02
23850 - Rigger	28.78
23870 - Scale Mechanic	30.45
23890 - Sheet-Metal Worker, Maintenance	35.57
23910 - Small Engine Mechanic	22.41
23931 - Telecommunications Mechanic I	30.60
23932 - Telecommunications Mechanic II	31.82
23950 - Telephone Lineman	44.76
23960 - Welder, Combination, Maintenance	26.00
23965 - Well Driller	29.52
23970 - Woodcraft Worker	33.02
23980 - Woodworker	27.65
24000 - Personal Needs Occupations	
24550 - Case Manager	20.75
24570 - Child Care Attendant	14.78***
24580 - Child Care Center Clerk	18.44
24610 - Chore Aide	14.13***
24620 - Family Readiness And Support Services Coordinator	20.75
24630 - Homemaker	20.75

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	35.75
25040 - Sewage Plant Operator	31.39
25070 - Stationary Engineer	35.75
25190 - Ventilation Equipment Tender	28.19
25210 - Water Treatment Plant Operator	31.39
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.62
27007 - Baggage Inspector	16.85***
27008 - Corrections Officer	26.79
27010 - Court Security Officer	33.16
27030 - Detection Dog Handler	19.62
27040 - Detention Officer	26.79
27070 - Firefighter	39.52
27101 - Guard I	16.85***
27102 - Guard II	19.62
27131 - Police Officer I	36.95
27132 - Police Officer II	41.05
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.04***
28042 - Carnival Equipment Repairer	18.10
28043 - Carnival Worker	13.66***
28210 - Gate Attendant/Gate Tender	19.65
28310 - Lifeguard	14.06***
28350 - Park Attendant (Aide)	21.98
28510 - Recreation Aide/Health Facility Attendant	16.05***
28515 - Recreation Specialist	27.24
28630 - Sports Official	17.51
28690 - Swimming Pool Operator	19.94
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.37
29020 - Hatch Tender	31.37
29030 - Line Handler	31.37
29041 - Stevedore I	30.01
29042 - Stevedore II	32.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	49.75
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	34.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	37.78
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.75
30023 - Archeological Technician III	28.18
30030 - Cartographic Technician	28.27
30040 - Civil Engineering Technician	29.92
30051 - Cryogenic Technician I	30.68
30052 - Cryogenic Technician II	33.89
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.75
30063 - Drafter/CAD Operator III	25.36
30064 - Drafter/CAD Operator IV	31.21
30081 - Engineering Technician I	19.11
30082 - Engineering Technician II	21.46
30083 - Engineering Technician III	24.00
30084 - Engineering Technician IV	29.75
30085 - Engineering Technician V	36.38
30086 - Engineering Technician VI	44.01
30090 - Environmental Technician	28.88
30095 - Evidence Control Specialist	27.70
30210 - Laboratory Technician	29.85
30221 - Latent Fingerprint Technician I	27.28
30222 - Latent Fingerprint Technician II	30.14
30240 - Mathematical Technician	31.00
30361 - Paralegal/Legal Assistant I	21.69
30362 - Paralegal/Legal Assistant II	26.86
30363 - Paralegal/Legal Assistant III	32.86

30364 - Paralegal/Legal Assistant IV	39.75
30375 - Petroleum Supply Specialist	33.89
30390 - Photo-Optics Technician	28.18
30395 - Radiation Control Technician	33.89
30461 - Technical Writer I	27.52
30462 - Technical Writer II	33.68
30463 - Technical Writer III	40.74
30491 - Unexploded Ordnance (UXO) Technician I	31.62
30492 - Unexploded Ordnance (UXO) Technician II	38.26
30493 - Unexploded Ordnance (UXO) Technician III	45.85
30494 - Unexploded (UXO) Safety Escort	31.62
30495 - Unexploded (UXO) Sweep Personnel	31.62
30501 - Weather Forecaster I	30.68
30502 - Weather Forecaster II	37.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.36
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 28.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	38.26
31020 - Bus Aide	22.94
31030 - Bus Driver	29.56
31043 - Driver Courier	19.94
31260 - Parking and Lot Attendant	14.46***
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	15.48***
31361 - Truckdriver, Light	21.14
31362 - Truckdriver, Medium	22.28
31363 - Truckdriver, Heavy	27.88
31364 - Truckdriver, Tractor-Trailer	27.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.65
99030 - Cashier	14.27***
99050 - Desk Clerk	15.79***
99095 - Embalmer	34.20
99130 - Flight Follower	31.62
99251 - Laboratory Animal Caretaker I	17.53
99252 - Laboratory Animal Caretaker II	18.62
99260 - Marketing Analyst	36.28
99310 - Mortician	34.20
99410 - Pest Controller	21.24
99510 - Photofinishing Worker	18.64
99710 - Recycling Laborer	24.67
99711 - Recycling Specialist	28.42
99730 - Refuse Collector	22.78
99810 - Sales Clerk	15.30***
99820 - School Crossing Guard	17.65
99830 - Survey Party Chief	30.58
99831 - Surveying Aide	18.14
99832 - Surveying Technician	26.81
99840 - Vending Machine Attendant	18.04
99841 - Vending Machine Repairer	21.10
99842 - Vending Machine Repairer Helper	18.04

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Attachments J.8

OFFEROR'S REFERENCE INFORMATION

Complete one form per reference. Minimum of 3 current references required.

Name of Offeror _____

The Offeror shall provide the following information concerning past performance of prime court reporting similar in nature to those required in this solicitation.

- 1) Name of Reference: _____
(Firm, company, Court or individual)

Name of Contact: _____

Address: _____

Telephone No.: _____

- 2) Contract# (if applicable) & period of performance _____

- 3) Description of work:

SECTION K -REPRESENTATIONS, EXHIBITIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Provision 3-130, Authorized Negotiators - (Jan 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: _____
Titles: _____
Telephone: _____
Fax: _____
Email: _____

K.2 Provision 3-5, Taxpayer Identification and Other Offeror Information - (APR 2011)

(a) Definitions.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) *Taxpayer Identification Number (TIN):* _____

☐ TIN has been applied for.

☐ TIN is not required, because:

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per 26 CFR 1.6049-4;
- ☐ other _____.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is ☐, is not, ☐ 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected, then one sub-type is required)
 - ☐ Black American
 - ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- ☐ Individual/concern, other than one of the preceding.

K.3 Provision 3-20, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 2019)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
 - (i) the offeror and/or any of its principals:
 - (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal criminal tax laws, or receiving stolen property;

(C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court

review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under [11 U.S.C. § 362](#) (the Bankruptcy Code).

- (ii) The offeror ____ has ____ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

- 2. "Principal," for the purposes of this certification, means an officer; director; owner; partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under [18 U.S.C. § 1001](#).

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph(a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

NUMBER	TITLE	DATE
3-100	Instructions to Offerors	APR 2013

L.2 Content of Proposals

- (a) The Statement of Work (SOW) and Schedule describe the required services, deliverables, and period of performance.
- (b) Offerors Shall Not Change Pre-printed Information. Any alteration, substitution, or addition to pre-printed information, and/or failure to include all the required information, will be sufficient cause for rejection of offeror's proposal in its entirety. Facsimile offers are not permitted, however, faxed modifications to, or withdrawal of offers are permitted. All proposals must contain the following:
 - (1) Signed cover letter on offeror's letterhead listing all offeror's enclosed documentation, and referencing the solicitation;
 - (2) Completed and signed Section A (SF 33).
 - (3) Completed Section B.
 - (i) Offerors must make an offer for each and every item in the Schedule Section B.1. Offers for items in the Schedule Section B.1.2 cannot exceed the maximum rates as established by the Judicial Conference or authorized by the Court (Items 201 through 205), listed in Attachment J.3. However, each offeror is still required to provide pricing for these items.

- (4) The offeror shall provide the names of three current (within 3 years) references who can address the past performance of the offeror, including the name, address, and telephone number of each reference. This information should be provided on the Offerors References Information form, Attachment J.8. The Government reserves the right to contact references as part of its responsibility determination.
- (5) Responsibility of Prospective Vendors
Offerors will be considered only from responsible prospective vendors who—
 - (i) Have financial resources adequate to perform the contract;
 - (ii) Be able to comply with the delivery or performance schedule, taking into consideration all existing commitments (including awards pending);
 - (iii) Have a good performance record;
 - (iv) Have a sound record of integrity and business ethics;
 - (v) Have a quality control program that complies with solicitation requirements or the demonstrated ability to obtain one;
 - (vi) Have the necessary organization, experience, accounting, and operational controls, technical skills, and production and property controls or the demonstrated ability to obtain them;
 - (vii) Have necessary equipment and facilities, or the demonstrated ability to obtain them;
 - (viii) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- (6) Copy of Solicitation Sections A through K with Sections A, B and K completed by offeror.

L.3 Contract

Any contract resulting from this solicitation will include Solicitation Sections A through K, and any attachments referenced thereunder.

SECTION M - EVALUATION CRITERIA

M.1 Solicitation Provisions Incorporated by Reference (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

NUMBER	TITLE	DATE
3-70	Determination of Responsibility	JAN 2003
2-85A	Evaluation Inclusive of Options	JAN 2003

M.2 Evaluation of Proposals

- (a) To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Section L of this solicitation document.
- (b) An offeror shall be determined to be technically acceptable if they meet all of the mandatory requirements found in Section C.6'. Any interested vendor should be able to meet at a minimum all of the requirements identified under section C.6. All proposals shall be evaluated to ensure that all requirements set forth in Section C.6.a of the RFQ have been met. The Government will review rates proposed in B.1 to ensure that rates proposed are not greater than those approved by the District or the Judicial Conference (see C.6.a and J.3). Proposals that do not meet all of these requirements will receive no further consideration and the offeror will be so advised.

Mandatory Technical Requirements

- 1. Transcript Rates Proposed not Greater than Judicial Conference Rates or Court Authorized Rates, per Sections C. 6. A and J.3. **Pass Fail**

M.3 Basis for Award

The Government intends to award multiple contracts to the responsible offeror(s) who submits the lowest price, technically acceptable offer to the Government.